REQUEST FOR PROPOSAL (RFP) # 10-P-SM-037

DATE ISSUED: June 9, 2010
Pre-Proposal Conference: N/A
Pre-Proposal Conference Time: N/A

ISSUED BY: Washington Convention and Sports Authority (WCSA)
Office of Contracts and Procurement Services
801 Mount Vernon Place, NW
Washington, DC 20001
Phone: (202) 249-3027
Fax: (202) 249-3114
Attn: Sean Mitchell
smitchell@wcsa.com

CLOSING TIME: June 24, 2010
12:00 noon EDT

OFFER FOR: Electronic Procurement Software and Implementation

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OFFER (TO BE COMPLETED BY OFFEROR) Note: In sealed bid solicitations “Offer” and “Offeror” mean “Bid” and “Bidder”.

All offers are subject to the terms and conditions contained in the solicitation.

ACKNOWLEDGEMENT OF AMENDMENTS:

<table>
<thead>
<tr>
<th>Amendment No.:</th>
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<th>Amendment No.:</th>
<th>Date:</th>
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OFFEROR:

<table>
<thead>
<tr>
<th>Name:</th>
<th>(Name &amp; Title of Person Authorized to Sign Offer: (Type or Print))</th>
</tr>
</thead>
<tbody>
<tr>
<td>Street:</td>
<td>NAME:</td>
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<tr>
<td>City, State, and Zip:</td>
<td>TITLE:</td>
</tr>
<tr>
<td>Area Code &amp; Telephone No.:</td>
<td>SIGNATURE:</td>
</tr>
<tr>
<td>Area Code &amp; Facsimile No.:</td>
<td>DATE:</td>
</tr>
</tbody>
</table>
SECTION B: SERVICES AND PRICE

B.1 GENERAL

B.1.1 The Washington Convention and Sports Authority ("WCSA") is seeking a qualified contractor to provide the necessary systems, software, training and related services for the implementation of a comprehensive, full service enterprise Electronic Procurement System (e-Procurement).

B.1.2 WCSA contemplates award of a Fixed Price contract with not-to-exceed time-and-materials components; however, WCSA reserves the right to award a different type of contract.

B.2 This solicitation is issued on a competitive, full and open basis.

B.3 PRICING

Offerors shall submit a price proposal that reflects its most competitive rates for licenses, hosting, maintenance support and implementation of a comprehensive e-Procurement system as outlined in Section C. Offerors shall set forth any fixed, fully-loaded hourly rates and estimated hours for proposed services.

Other Direct Costs (ODC): ODCs are all other allowable costs directly allocable to the performance of the task. Offerors may propose ODCs on a cost reimbursement basis.

B.3.1 Base Year (Date of Award thru September 30, 2010) Note: Completion of e-Procurement Implementation shall be in accordance with Section C.

<table>
<thead>
<tr>
<th>Contract Line Item Number (CLIN)</th>
<th>Software and/or Service</th>
<th>Unit or Rate</th>
<th>Quantity or Estimated Hours/Months</th>
<th>Total Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>001A</td>
<td>Enterprise Electronic Procurement Software (Purchase of 6 Licenses)</td>
<td>Licenses</td>
<td>6</td>
<td></td>
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<tr>
<td>002A</td>
<td>Annual Software Support and Maintenance</td>
<td></td>
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<tr>
<td>003A</td>
<td>Implementation Services</td>
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<tr>
<td>004A</td>
<td>Annual Hosting</td>
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</tbody>
</table>

Total Estimated Price……………………………………………………………………..$__________
### B.3.2 PRICING - Option Year One (12-month period)

Offerors shall complete the pricing format below for the option year noted.

<table>
<thead>
<tr>
<th>Contract Line Item Number (CLIN)</th>
<th>Software and/or Service</th>
<th>Rate</th>
<th>Quantity or Estimated Months</th>
<th>Total Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>001B</td>
<td>N/A</td>
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<td>002B</td>
<td>Annual Software Support and Maintenance</td>
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<td>12 Months</td>
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<tr>
<td>003B</td>
<td>N/A</td>
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<tr>
<td>004B</td>
<td>Annual Hosting</td>
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<td>12 Months</td>
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</tbody>
</table>

**Total Estimated Price**

$__________

### B.3.3 PRICING - Option Year Two (12-month period)

Offerors shall complete the pricing format below for the option year noted.

<table>
<thead>
<tr>
<th>Contract Line Item Number (CLIN)</th>
<th>Software and/or Service</th>
<th>Rate</th>
<th>Quantity or Estimated Months</th>
<th>Total Amount</th>
</tr>
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<tbody>
<tr>
<td>001C</td>
<td>N/A</td>
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<tr>
<td>002C</td>
<td>Annual Software Support and Maintenance</td>
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<td>12 Months</td>
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<tr>
<td>003C</td>
<td>N/A</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>004C</td>
<td>Annual Hosting</td>
<td></td>
<td>12 Months</td>
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**Total Estimated Price**

$__________
### B.3.4 PRICING - Option Year Three (12-month period)

Offerors shall complete the pricing format below for the option year noted.

<table>
<thead>
<tr>
<th>Contract Line Item Number (CLIN)</th>
<th>Software and/or Service</th>
<th>Rate</th>
<th>Quantity or Estimated Months</th>
<th>Total Amount</th>
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<td>001D</td>
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<tr>
<td>002D</td>
<td>Annual Software Support and Maintenance</td>
<td>12 Months</td>
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<td>003D</td>
<td>N/A</td>
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<tr>
<td>004D</td>
<td>Annual Hosting</td>
<td>12 Months</td>
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</table>

**Total Estimated Price** .................................................................................................................. $_________

### B.3.5 PRICING - Option Year Four (12-month period)

Offerors shall complete the pricing format below for the option year noted.

<table>
<thead>
<tr>
<th>Contract Line Item Number (CLIN)</th>
<th>Software and/or Service</th>
<th>Rate</th>
<th>Quantity or Estimated Months</th>
<th>Total Amount</th>
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<tr>
<td>001E</td>
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<tr>
<td>002E</td>
<td>Annual Software Support and Maintenance</td>
<td>12 Months</td>
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<tr>
<td>003E</td>
<td>N/A</td>
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<tr>
<td>004E</td>
<td>Annual Hosting</td>
<td>12 Months</td>
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**Total Estimated Price** .................................................................................................................. $_________
B.4 **SCHEDULE OF AWARD**

This contract will be awarded immediately upon selection of the successful Offeror(s).

[End of Section B]
SECTION C: DEFINITIONS, BACKGROUND, SCOPE OF WORK & CONTRACTOR REQUIREMENTS

C.1 DEFINITIONS


“Agreement” or “Contract” means the written instrument of understanding negotiated between WCSA and the Offeror, including the WCSA Standard Contract Provisions.

“Armory” means the District of Columbia National Guard Armory.

“Center” means the Walter E. Washington Convention Center, 801 Mount Vernon Place, N.W., Washington, D.C. 20001.

“Certified Business Enterprise” (CBE) shall refer to a business certified pursuant to the “Small, Local, and Disadvantaged Business Enterprise Development and Assistance Act of 2005” (the “Act”), D.C. Official Code § 2-218.01, et seq., as amended.

“Certified Joint Venture” means a joint venture certified by the DSLBD.

“Contracting Officer” means the individual(s) authorized to contractually bind WCSA.

“Contracting Officer’s Technical Representative (COTR)” means the WCSA staff person designated to assist the Contracting Officer with administration of the Contract by monitoring day-to-day activities of the Contractor or Contractor’s employees.

“Contractor” or “Vendor” shall refer to the selected Offeror.

“Disadvantaged Business Enterprise” (DBE) shall mean a disadvantaged business enterprise, as that term is defined by the Act.

“DSLBD” means the District of Columbia’s Department of Small and Local Business Development.

“Joint Venture” means a combination of the property, capital, efforts, skills or knowledge of two or more persons or businesses to carry out a single project.

“Local Business Enterprise” (LBE) means a business enterprise as that term defined by the Act.
“Local Business Enterprise with Principal Offices Located in an Enterprise Zone” (DZE) shall mean a business enterprise located in an economic development zone designated by the Mayor and approved by the Council, as that term is defined by the Act.

“Longtime Resident Business” (LRB) means a longtime resident business as that term is defined by the Act.

“Offeror” means the individual, company, firm or organization submitting a proposal in response to this solicitation.

“President/CEO” - shall refer to the WCSA President and Chief Executive Officer.

“Resident Owned Business” shall mean a local business enterprise owned by an individual, or a majority number of individuals, subject to personal income tax in the District of Columbia, as defined in the Act.

“RFK” shall refer to Robert F. Kennedy Memorial Stadium, including all property, facilities, equipment and appliances of any kind comprising the areas designated as A, B, C, D, or E on the revised map entitled “Map to Designate Transfer of Stadium and Lease of Parking Lots to District, prepared jointly by the National Park Service (National Capital Region) and the District of Columbia Department of Public Works.

“Small Business Enterprise” (SBE) shall mean a small business enterprise, as that term is defined by the Act.

“Solicitation” - shall refer to this Request for Proposal (RFP) and all its attachments, amendments, exhibits, and addenda.

“WCCA” shall refer to the Washington Convention Center Authority, the predecessor agency to WCSA.

“WCSA” shall refer to the Washington Convention and Sports Authority.

C.2 BACKGROUND

The Washington Convention Center Authority (“WCCA”) was established in 1994 as an independent authority of the District of Columbia government (“District”) and operated as a corporate body with legal existence distinct and separate from the District.

Effective October 1, 2009, WCCA was renamed the Washington Convention and Sports Authority (“WCSA”), which is established as a corporate body that has a legal existence distinct and separate from the District.

As a result, WCSA assumed the powers, duties and responsibilities of WCCA, the District of Columbia Armory Board and the functions and authority of the District of
Columbia Sports and Entertainment Commission (“DCSEC”). DCSEC was abolished effective October 1, 2009.

WCSA 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 manages and operates the Convention Center, RFK Stadium, and the non-military portion of the Armory, except that maintenance of RFK and the Armory is performed by the District’s Department of Real Estate Services. WCSA will also assume all rights and responsibilities of DCSEC under a certain Lease between DCSEC and the Baseball Expos, L.P. regarding the newly constructed Nationals Baseball Stadium.

WCSA is comprised of two primary divisions: the Convention Center Operations Division and the Sports, Entertainment and Special Events Division. WCSA employs 204 full time, part time and/or casual employees, employed in six operating Divisions. Staff is physically located at the Convention Center and at RFK.

The Center has five exhibit halls on two levels with a total of 703,000 square feet of exhibit space; 66 individual meeting rooms totaling 150,000 square feet of meeting space; 36,000 square feet of dedicated registration space; a 52,000 square foot ballroom which can be subdivided into three separate rooms; 65 loading docks; and is adjacent to an exterior Metro subway station. These areas are supported by approximately one million square feet of circulation, service, food service and administrative spaces.

C.3 **SCOPE OF WORK**

On behalf of WCSA, the Office of Contracts and Procurement Services seeks to acquire, customize and implement a web-based full-service e-Procurement system (single system of record) with the ability to interface with the WCSA Financial Management System (FMS) II, Version 36.

The proposed e-Procurement system shall possess the following minimum requirements and capabilities:

C.3.1 **Requirements**

**A. Supplier Management Module**

The Contractor shall provide and implement a customizable, paperless, online supplier registration module that, at a minimum, features:

1. Comprehensive vendor registration and user profile
2. Email notifications of opportunities
3. Classification and NIGP commodity codes
4. Vendor self-service updating
5. Reporting capability on vendor type, classification, profile, etc.
6. Real-time interface capabilities to allow for vendor data transfer to WCSA Financial Management System (FMS)

**B. Solicitation/Bid Module (RFP, RFQ, IFB)**

The Contractor shall provide and implement a customizable, paperless, web-based solicitation module that, at a minimum:

1. Creates solicitations such as Request For Proposals (RFP), Invitation For Bids (IFB) and Request For Quotes (RFQ)
2. Issues such solicitations, amendments, or notifications of solicitations electronically to registered vendors
3. Posts solicitations to a public web-site
4. Facilitates electronic workflow routing of solicitation for review and approval
5. Establishes a real-time interactive vendor interface for responding to solicitations
6. Receives electronic bids, proposals and/or quotes
7. Performs real-time, on-line bid tabulation downloadable into MS Excel
8. Establishes solicitations forms and templates
9. Creates award documents with electronic workflow routing
10. Allow for real-time interface with FMS for the purpose of transferring necessary award data to initiate a requisition or purchase/service order within FMS
11. Provides on-demand, customizable comprehensive reports with both data and graphical representations

**C. Contracts Management Module**

The Contractor shall provide and implement a customizable, paperless, web-based contracts management module that, at a minimum:

1. Creates and electronically issues modifications to existing contracts
2. Establishes a searchable and retrievable database for contract insurance certificates, standard contract attachments, and any other required contract specific certificates or attachments
3. Provides email reminders of contract expirations at least 90 days before expiration
4. Provides detailed, comprehensive diverse reporting data and graphical representation for all solicitations and awards issued within the system

**C.3.2** All proposed modules shall be dynamically interconnected and represent a single e-procurement system.

**C.3.3** The contractor shall successfully interface the e-procurement system with the Mitchell Humphrey Financial Management System II, Version 35 or later (herein known as FMSII).
C.3.4 The contractor shall provide all labor and resources to fully implement the e-procurement system.

C.3.5 The contractor shall provide all labor and resources to successfully interface the e-procurement system with FMS II. At a minimum, successful interface shall consist of one of two scenarios:

**Scenario One:**

1. After completion of the procurement process within the e-procurement system, the ability of data from the pending award to initiate and populate a requisition in FMSII.
2. The ability of such populated requisition to be normally routed in FMSII for financial review, encumbrance and creation of a service or purchase order.

**Scenario Two**

1. The ability of a requisition to be normally created and approved in FMSII and then routed to the e-procurement to execute the procurement process.
2. After completion of the procurement process, the ability of the data from the pending award within the e-procurement system to initiate, develop and route for approval a service or purchase order.

C.3.2 Deliverables

The Contractor shall deliver in accordance with the following:

<table>
<thead>
<tr>
<th>DELIVERABLES</th>
<th>PERFORMANCE STANDARD</th>
<th>DUE DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Software Implementation Implementation (includes hosting) and training of</td>
<td>100% Completion</td>
<td>Within 60 calendar days from date of award</td>
</tr>
<tr>
<td>Enterprise Electronic Procurement System in accordance with C.3 thru C.3.4</td>
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<tr>
<td>above.</td>
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<tr>
<td>2. Interface Implementation Implementation of fully functional Interface</td>
<td>100% Completion</td>
<td>Within 90 calendar days from date of award</td>
</tr>
<tr>
<td>between FMSII and the Enterprise Electronic Procurement System in accordance</td>
<td></td>
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<tr>
<td>with C.3.5 above.</td>
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</table>
C.3.3 Conformance

It shall be the responsibility of the Contractor to perform under the contract in conformance with the Authority’s Procurement Regulations and all statutes, laws, codes, ordinances, regulations, rules, requirements, orders, and policies of governmental bodies.

[End of Section C]
SECTION D: PACKAGING AND MARKING

INTENTIONALLY OMITTED

[End of Section D]
SECTION E: INSPECTION AND ACCEPTANCE

E.1 INSPECTION AND ACCEPTANCE

The inspection and acceptance requirements for the resultant contract shall be governed by clause number 1.10, Inspection of Services, of WCSA’s Standard Contract Provisions (SCPs) dated May, 2006. A copy of WCSA’s SCPs may be downloaded from WCSA’s website at:


[End of Section E]
SECTION F: DELIVERIES OR PERFORMANCE

F.1 TERM OF CONTRACT

The base term of the contract shall be from date of award thru twelve (12) months thereafter.

F.2 OPTION TO EXTEND THE TERM OF THE CONTRACT

F.2.1 WCSA may extend the term of the Contract for one 12-month option period, or any fraction thereof, by written modification to the Contract before the expiration of the Contract; provided that WCSA will give 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 WCSA to an extension. The exercise of this option is subject to the availability of funds at the time of the exercise of the option. The Contractor may waive the thirty (30) day preliminary notice requirement by providing a written waiver to the Contracting Officer prior to expiration of the contract.

F.2.2 If WCSA exercises the option, the Contract shall be considered to include this option provision.

F.3 PERFORMANCE

F.3.1 WCSA desires to obtain complete and satisfactory performance in accordance with the specifications and requirements in the Contract. To this end, WCSA is contracting for the complete performance of services identified in this RFP’s Statement of Work. WCSA reserves the right to assess deductions for nonperformance. WCSA 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 poor performance.

F.3.2 The Key Personnel to be specified in the contract are considered to be essential to the work being performed thereunder. Prior to diverting any of the specified Key Personnel for any reason, the Contractor shall notify the Contracting Officer at least thirty (30) calendar days in advance and shall submit justification (including proposed substitutions), in sufficient detail to permit evaluation of the impact upon the contract. The Contractor shall obtain written approval of the Contracting Officer for any proposed substitution of key personnel.

F.3.3 The Contractor may risk termination or replacement if continued employment is contrary to a consistent productive relationship between the parties to the Contract; or poses an unacceptable risk to WCSA’s business and reputation in the marketplace.

F.3.4 If at any time WCSA finds that the Key Personnel assigned to the WCSA account are unsatisfactory for the performance of the Contractor obligations hereunder, and such causes and reasons for such belief are reasonable and reported in writing to
the Contractor by WCSA, the Contractor shall, within ten (10) days, replace such Key Personnel with individuals satisfactory to WCSA. WCSA may, at its sole discretion, extend the period to correct by written notification to the Contractor. If, at any time, the any individual identified as Key Personnel desires to leave his/her employment, the replacement individuals must be approved in writing by WCSA and the individual(s) shall have the requisite background to ensure that he/she is prepared and competent to assume the remaining responsibilities.

F.4 Contract Type

WCSA contemplates award of a Fixed Price contract with not-to-exceed time-and-materials components; however, WCSA reserves the right to award a different type of contract.

[End of Section F]
G.1  INVOICE PAYMENT

WCSA will make payments to the Contractor, upon the submission of proper invoices, at the prices stipulated in the Contract, for supplies delivered and accepted or services performed and accepted, less any discounts, allowances or adjustments provided for in the Contract.

Payment Method: WCSA will process contract payments via Automated Clearing House (ACH). WCSA requires Contractors to participate in the ACH payment method. Within 10 days of award of a contract action, contractors must submit their ACH information by completing the electronic fund transfer enrollment form - Authorization Agreement For Automatic Deposits. See Attachment. The enrollment form must be completed and sent directly to WCSA Accounts Payable Office via email at: invoices@wcsa.com.

Payment Options: The following payment options are offered by WCSA:

a. Discount Payment Option [Preferred]: Under this Option and at the discretion of WCSA, WCSA will pay the contractor on or before the 10th business day after receipt of a proper invoice (and subsequent notification to contractor regarding acceptance of such invoice) if contractor offers a 2% discount of the invoice total amount due. This option utilizes the ACH method for payment.

Contractors may request this payment option by explicitly stating on their invoices: “(Contractor name) hereby offers a 2% discount on the total amount due if invoice is paid within 10 business days after receipt of a proper invoice and subsequent notification of acceptance by WCSA.” The Contractor must have capability to receive payments via ACH.

b. Standard Payment Option: For all contractors who do not request the Discount Payment Option, WCSA will pay on a “net 30” basis after receipt of a proper invoice.

The discount will be deducted from the invoice total due amount prior to invoice payment.

G.2  SUBMISSION OF INVOICES

An invoice shall be paid upon receipt of and acceptance by WCSA as a proper invoice. Prior to submission of an invoice, the Contractor shall certify each invoice for accuracy and correctness.

A proper invoice shall contain the following information (1) the name, address, email, and telephone number of the Contractor and point of contact, (2) the contract number and purchase order or service order number, (3) the period during
which the services were provided (“Billing Period”), (4) the cost of the services and tasks during the billing period, (5) a uniquely assigned invoice number (6) an invoice date (7) a description of the goods or services (8) the correct invoice amount (invoices that contain an incorrect amount or a disputed amount will need to be revised and resubmitted (9) the signature of an authorized official of the Contractor, and (10) the signature of the COTR verifying that the services have been provided as set forth on the invoice and in accordance with this agreement.

Each invoice must be a standard typed original invoice on Contractor letterhead. WCSA will not make payment based on statements, quotations, service contracts, letter of intent, and memorandum of understanding or other non-invoice documents.

Electronic Invoices: WCSA requires the contractor to submit invoices electronically throughout the term of the contract. Invoices shall be submitted to WCSA Accounts Payable Office in PDF format to: invoices@wcsa.com with the name and invoice number in the e-mail subject line. All invoices must include a valid WCSA Purchase or Service Order Number. Invoices with an incorrect Purchase or Service Order Number will be returned unpaid to the Contractor.

For the satisfactory performance of the services set forth in this contract, the Contractor will be paid a sum not-to-exceed the amount set forth in the price section of this contract less any discounts.

Inquiries relative to payment(s) should be directed to the WCSA Office of the Chief Financial Officer’s (CFO) Accounts Payable Unit. The contact information for this Unit is: Accounts Payable Personnel – (202)-249-3097 or (202)-249-3017.

The Contractor shall close out the contract and submit final invoice no later than thirty (30) days after expiration of the contract.

G.3 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT

G.3.1 For contracts subject to the 51% District Residents New Hires Requirements and First Source Employment Agreement requirements, final request for payment must be accompanied by the report or a waiver of compliance discussed in Sections H.5.5-5.6.

G.3.2 No final payment shall be made to the Contractor until the WCSA Chief Financial Officer (CFO) has received the Contracting Officer’s final determination or approval of waiver of the Contractor’s compliance with 51% District Residents New Hires Requirements and First Source Employment Agreement requirements.

G.4 INTENTIONALLY OMITTED
G.5 **CONTRACTING OFFICER (CO)**

Contracts will be entered into and signed on behalf of WCSA only by the Contracting Officer.

G.6 **AUTHORIZED CHANGES BY THE CONTRACTING OFFICER**

G.6.1 The Contracting Officer is the only person authorized to approve changes in any of the requirements of this Contract.

G.6.2 The Contractor shall not comply with any order, directive or request that changes or modifies the requirements of this Contract, unless issued in writing and signed by the Contracting Officer.

G.6.3 The Contractor may be held fully responsible for any changes not authorized in advance, in writing, by the Contracting Officer; may be denied compensation or other relief for any additional work performed that is not so authorized; and, may also be required, at no additional cost to WCSA, to take all corrective action necessitated by reason of the unauthorized changes.

G.7 **CONTRACTING OFFICER’S TECHNICAL REPRESENTATIVE (COTR)**

G.7.1 The Contracting Officer’s Technical Representative (COTR) is responsible for general administration of the Contract and advising the Contracting Officer as to the Contractor’s compliance or noncompliance with the Contract. In addition, the COTR is responsible for the day-to-day monitoring and administration of the Contract, ensuring that the work conforms to the specifications, requirements and terms and conditions of the Contract. The COTR for the Contract will be:

Jonathan R. Butler
Director of Contracts and Requisitions
Washington Convention and Sports Authority
801 Mount Vernon Place, NW
Washington, D.C. 20001
(202) 249-3157 (telephone)
(202) 249-3114(fax)
jbutler@wcsa.com

G.7.2 The COTR shall not have authority to make any changes in the specifications or Scope of Work or terms and conditions of the contract.

G.7.3 The Contractor may be held fully responsible for any changes not authorized in advance, in writing, by the Contracting Officer; may be denied compensation or other relief for any additional work performed that is not so authorized; and, may also be required, at no additional cost to WCSA, to take all corrective action necessitated by reason of the unauthorized changes.

[End of Section G]
SECTION H: SPECIAL CONTRACT REQUIREMENTS

H.1 INTENTIONALLY OMITTED.

H.2 DEPARTMENT OF LABOR WAGE DETERMINATIONS

The Contractor shall be bound by the Wage Determination No. 2005-2103, Revision 8, May 26, 2009, issued by the U.S. Department of Labor in accordance with the Service Contract Act (41 U.S.C. 351 et seq.) and incorporated herein as Section J.1.1 of this solicitation. The Contractor shall be bound by the wage rates 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 option. If the option is exercised and the Contracting Officer obtains a revised wage determination, the revised wage determination is applicable for the option periods and the Contractor may be entitled to an equitable adjustment.

H.3 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.

H.4 FREEDOM OF INFORMATION ACT

The District of Columbia Freedom of Information Act, D.C. Code § 2-532 (a-3), requires WCSA to make available for inspection and copying any record produced or collected pursuant to a WCSA contract with a private contractor to perform a public function, to the same extent as if the record were maintained by WCSA. If the Contractor receives a request for such information, the Contractor shall immediately send the request to the COTR designated in Section G.7 who will provide the request to the WCSA FOIA Officer. If WCSA 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 WCSA FOIA Officer will determine the releasability of the records. WCSA 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.

H.5 51% DISTRICT RESIDENTS NEW HIRES REQUIREMENTS AND FIRST SOURCE EMPLOYMENT AGREEMENT

H.5.2 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:

(a) The first source for finding employees to fill all jobs created in order to perform this contract shall be DOES; and

(b) 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.

H.5.3 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:

(a) Number of employees needed;
(b) Number of current employees transferred;
(c) Number of new job openings created;
(d) Number of job openings listed with DOES;
(e) Total number of District residents hired for the reporting period and the cumulative total number of District residents hired; and
(f) Total number of all employees hired for the reporting period and the cumulative total number of employees hired, including:
   - Name;
   - Social Security number;
   - Job title;
   - Hire date;
   - Place of residence; and
   - Referral source for all new hires.

H.5.4 If the Contract amount is equal to or greater than $100,000, the Contractor agrees that 51% of the new employees hired for the Contract shall be District residents.

H.5.5 With the submission of the Contractor’s final request for payment from WCSA, the Contractor shall:
(a) Document in a report to the Contracting Officer its compliance with the Section H.5.4 of this RFP; or

(b) Submit a request to the Contracting Officer for a waiver of compliance with Section H.5.4 and include the following documentation:

- Material supporting a good faith effort to comply;
- Referrals provided by DOES and other referral sources;
- Advertisement of job openings listed with DOES and other referral sources; and
- Any documentation supporting the waiver request to satisfy the requirements of Section H.5.6 below.

**H.5.6** The Contracting Officer may waive the provisions of Section H.5.4 if the Contracting Officer finds that:

(a) A good faith effort to comply is demonstrated by the Contractor;

(b) 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;

(c) The Contractor enters into a special workforce development training or placement arrangement with DOES; or

(d) 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.

**H.5.7** Upon receipt of the Contractor’s final payment request and related documentation required by Sections H.5.5 and H.5.6 above, the Contracting Officer shall determine whether the Contractor is in compliance with Section H.5.4 or whether a waiver of compliance pursuant to Section H.5.6 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.5.8** Willful breach of the First Source Employment Agreement, or failure to submit the report required by Section H.5.5 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.

H.5.9 The provisions of Sections H.5.4 through H.5.8 do not apply to nonprofit organizations.

H.6 ETHICAL OBLIGATIONS AND CONFLICTS

H.6.1 An attorney-client relationship will exist between WCSA and any attorney who performs work under the contract, as well as between the WCSA and the firm of any attorney who performs work under the contract. The D.C. Rules of Professional Conduct and the ethical rules of any other jurisdiction in which work is performed are binding on the Contractor. The parties agree that WCSA may have a contractual cause of action based on violation of such rules, in addition to any other remedies available.

H.6.2 In addition to the prohibitions contained in the D.C. Rules of Professional Conduct and the ethical rules of any other jurisdiction in which work is performed, the Contractor agrees that it shall recognize that in the performance of the contract it may receive certain information submitted to WCSA on a proprietary basis by third parties, information which relates to potential or actual claims against WCSA, or information which relates to matters in dispute or litigation. Unless WCSA consents to a particular disclosure, the Contractor shall use such information exclusively in the performance of the contract and shall forever hold inviolate and protect from disclosure all such information, except disclosures required by law or court order. The Contractor also agrees to restrict access to such information to individuals who have a "need to know."

H.6.3 The Contractor shall notify WCSA immediately, in writing, of any existing or potential conflict of interest and, if requested, to undertake immediate action to eliminate the source of the conflict of interest.

H.6.4 In addition to the prohibitions contained in the D.C. Rules of Professional Conduct and the ethical rules of any other jurisdiction in which work is performed, the Contractor shall not represent any party other than WCSA in any disputes, negotiation or litigation concerning WCSA any matter which is related to the work performed under the contract, unless WCSA agrees to such representation.

H.7 ADVISORY AND ASSISTANCE SERVICES

The contract is a contract for expert and consulting services. It is therefore, understood and agreed that the Contractor and the Contractor’s employees: (1) shall perform the services specified herein as independent contractors, not as employees of WCSA; (2) shall be responsible for their own management and administration of
the work required and bear sole responsibility for complying with any and all technical, schedule, financial requirements or constraints attendant to the performance of the Contract; (3) shall be free from supervision or control by any WCSA employee with respect to the manner or method of performance of the service specified; but (4) shall, pursuant to WCSA’s right and obligation to inspect, accept or reject work, comply with such general direction of the CO, or the duly authorized representative of the CO as is necessary to ensure accomplishment of the contract objectives.

H.8 PROTECTION OF PROPERTY

The Contractor shall be responsible for any damage to WCSA property in performing the services set forth in the contract.

H.9 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.).


During the performance of the contract, the Contractor and any of its subcontractors shall comply with Section 504 of the Rehabilitation Act of 1973, as amended.

H.11 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 §§ 2-220.01 through II.

[End of Section H]
SECTION I: CONTRACT CLAUSES

I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS

The WCSA Standard Contract Provisions ("SCP", dated May 2006), are incorporated as part of the Contract resulting from this solicitation. To obtain a copy of the SCPs, go to www.dcconvention.com, click "Vendor Resources," then click any “Learn More” link. By submitting a proposal in response to this RFP, an Offeror, if selected for award, shall be deemed to have accepted the terms of RFP and the SCPs posted on the WCSA website.

I.2 CONTRACTS THAT CROSS FISCAL YEARS

Continuation of the Contract beyond the current fiscal year is contingent upon future fiscal appropriations.

I.3 CONFIDENTIALITY OF INFORMATION

All information obtained by the Contractor relating to any employee or Licensee of WCSA 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.

I.4 TIME

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

I.5 OTHER CONTRACTORS

The Contractor shall not commit or permit any act that will interfere with the performance of work by another WCSA contractor or by any WCSA employee.

I.6 SUBCONTRACTS

The Contractor hereunder shall not subcontract any of the Contractor’s work or services to any subcontractor without the prior written consent of the Contracting Officer. Any work or service so subcontracted shall be performed pursuant to a subcontract agreement, which WCSA will have the right to review and approve prior to its execution by the parties to such agreement. 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 WCSA, the Contractor shall remain liable to WCSA for all Contractor’s work and services required hereunder.
I.7 CONTINUITY OF SERVICES

I.7.1 The Contractor recognizes that the services to be provided under the contract are vital to WCSA and must be continued without interruption and that, upon contract expiration or termination, a successor (either WCSA or another contractor), may, at WCSA's option, continue to provide these services. To that end, the Contractor agrees to:

(a) As more fully described below, cooperate fully with WCSA and any successor contractor to effect an orderly and efficient transition to the successor contractor.

(b) In conjunction with WCSA and the successor contractor, develop a comprehensive transition and succession plan, which plan shall be submitted to WCSA's Contracting Officer for review and approval.

(c) Provide transition services for up to 90 days after the expiration of the contract (the "Transition Period").

I.7.2 The Contractor shall provide sufficient experienced personnel during the Transition Period to ensure that the services called for by this contract are maintained at the required level of proficiency.

I.7.2 The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract.

I.7.3 Only in accordance with a modification issued by the Contracting Officer, the Contractor shall be reimbursed for all reasonable transition costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract up to a ceiling amount of $15,000. The reimbursement of the Contractor's costs shall be in accordance with Section G.

I.8 ORDER OF PRECEDENCE

Any inconsistency in this solicitation shall be resolved by giving precedence in the following order: the Supplies or Services and Price/Cost Section (Section B), Specifications/Work Statement (Section C), the Special Contract Requirements (Section H), the Contract Clauses (Section I), and the SCP.

I.9 CONTRACTS IN EXCESS OF $100,000 DOLLARS

Any contract or order in excess of $100,000 shall not be binding or give rise to any claim or demand against WCSA until approved by the Operations Committee or the
Sports and Entertainment Committee, as applicable, of the WCSA Board of Directors and signed by the Contracting Officer.

I.10 **CONTRACTS IN EXCESS OF $250,000 DOLLARS**

Any contract or order in excess of $250,000 shall not be binding or give rise to any claim or demand against WCSA until approved by the WCSA Board and signed by the Contracting Officer.

I.11 **CONTRACTS IN EXCESS OF $1 MILLION DOLLARS**

Any contract or order in excess of $1,000,000 shall not be binding or give rise to any claim or demand against the District until approved by the WCSA Board and the Council of the District of Columbia and signed by the Contracting Officer.

[End of Section I]
SECTION J: LIST OF ATTACHMENTS

J.1 ATTACHMENTS

J.1.1 Wage Determination No. 2005-2103, Revision 8 dated May 26, 2009

J.1.2 Disclosure Statement

J.1.3 Way to Work Amendment Act of 2006 & Notice and Fact Sheet

J.2 INCORPORATED ATTACHMENTS

(The following forms, located at www.dcconvention.com/VendorResources.aspx shall be completed and incorporated with the offer.)


J.2.2 First Source Employment Agreement

J.2.3 Tax Affidavit

[End of Section J]
SECTION K: REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

K.1 AUTHORIZED NEGOTIATORS

The Offeror represents that the following persons are authorized to negotiate on its behalf with WCSA in connection with this RFP: (list names, titles, and telephone numbers of the authorized negotiators).

___________________________________________________________
___________________________________________________________
___________________________________________________________
___________________________________________________________

K.2 TYPE OF BUSINESS ORGANIZATION

K.2.1 The Offeror, by checking the applicable box, represents that,

(a) It operates as:

- A corporation incorporated under the laws of the State of: __________________;
- A limited liability corporation incorporated under the laws of the State of: __________________;
- An individual;
- A partnership organized under the laws of the State of: __________________;
- A limited liability partnership organized under the laws of the State of: __________________;
- A nonprofit organization; or
- A joint venture.

(b) If the Offeror is a foreign entity, it operates as:

- An individual;
- A joint venture; or
K.3 CERTIFICATION AS TO COMPLIANCE WITH EQUAL OPPORTUNITY OBLIGATIONS

K.3.1 The Contractor shall submit an Equal Employment Opportunity (EEO) Policy Statement. The EEO Policy Statement is to be in narrative form and should serve as the framework for the Contractor’s Affirmative Action Program (AAP). On the outset, the Contractor’s AAP should clearly state that:

K.3.1.1 The officials, managers, and the duly appointed Equal Employment Opportunity Officer of the Contractor, have read and understand the EEO Policy and its implementing rules;

K.3.1.2 All of the Contractor’s officials and employees have been informed of the statement of the policy and that the policy shall be applied to every phase of employee recruitment, including employment agencies and advertising, compensation and opportunities for advancement, upgrading, promotions, transfer and selection for training. The Contractor’s employment policies and practices are to recruit and hire applicants for employment without regard to race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, family responsibilities, matriculation, political affiliation, or physical handicap;

K.3.1.3 The policy applies to all matters relating to hiring, promotion, transfer or termination of the Contractor’s employees, and covers all salaried and hourly paid positions in the office and the field, including all hourly paid jobs within all trades used in connection with the performance of the Contract;

K.3.1.4 The Contractor submits this AAP to assure compliance with all applicable District orders and regulations, and agrees that the provisions of the Contractor’s policy will bind all subcontractors;

K.3.1.5 The Contractor agrees to assert leadership whenever possible in the community and to put forth the maximum effort to achieve full employment utilization of the capabilities and productivity of all citizens without regard to race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, family responsibilities, matriculation, political affiliation, or physical handicap; and

K.3.1.6 The Contractor will cooperate fully with the applicable regulations of the Civil Rights Act of 1964 and Executive Order 11246.

K.3.1.7 The Contractor shall sign and submit its policy statement on the Contractor’s official letterhead.
K.4 DISCLOSURE STATEMENT

The Offeror or each Partner of the joint venture Offeror shall complete a Disclosure Statement (see Attachment J.1.2) that discloses any past or present business, familial or personal relationships with any of the WCSA Board of Directors or WCSA Executive Staff.

K.5 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

K.5.1 Each signature of the Offeror is considered to be a certification by the signatory that:

1. The prices contained in its response to this RFP have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any offeror or competitor relating to:
   a. those prices;
   b. the intention to submit a contract; or,
   c. the methods or factors used to calculate the prices in the Contract.

2. The prices contained in its response to this RFP have not been and will not be knowingly disclosed by the Offeror, directly or indirectly, to any other offeror or competitor before bid opening unless otherwise required by law; and

3. No attempt has been made or will be made by the Offeror to induce any concern on the part of any other offeror or competitor to submit or not to submit a response to this RFP for the purpose of restricting competition.

K.5.2 Each signature on the Offer is considered to be a certification by the signatory that the signatory:

1. Is the person in the Offeror’s organization responsible for determining the prices being submitted in response to this RFP, and that the signatory has not participated and will not participate in any action contrary to Sections K.5.1(1) through (3) above; or

2. Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to Sections K.5.1(1) through (3):

   (insert full name of person(s) in the organization responsible for determining the prices offered in response to this RFP and the title of his/her position in the Offeror’s organization);

   ________________________________
   ________________________________
(3) As an authorized agent, does certify that the principals named immediately above have not participated, and will not participate, in any action contrary to Sections K.5.1 (1) through (3); and,

(4) As an authorized agent, does certify that the principals named immediately above have not participated, and will not participate, in any action contrary to Sections K.5.1 (1) through (3).

K.5.3 If the Offeror deletes or modifies Section K.5.1 (2) above, the Offeror must furnish with its offer a signed statement setting forth in detail the circumstances giving rise to the modification

K.6 TAX CERTIFICATION

Each Offeror must submit a Tax Certificate of Good Standing obtained directly from:

District of Columbia Office of Tax and Revenue
941 North Capitol Street, NE - 1st Floor
Washington, D.C. 20002
(202) 442-6614

[End of Section K]
SECTION L: INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

L.1 CONTRACT AWARD

L.1.1 WCSA may make multiple awards as a result of this solicitation to the responsible Offeror(s) whose offer(s) conforming to the solicitation will be most advantageous to WCSA, cost or price, technical and other factors, specified elsewhere in this solicitation considered.

L.1.2 WCSA may award this Contract based on initial offers received, without discussion. Therefore, each initial offer should contain the Offeror’s best terms from a standpoint of cost or price, technical and other factors.

L.2 PROPOSAL FORM, ORGANIZATION AND CONTENT

L.2.1 One (1) original and four (5) copies of the written proposals shall be submitted in two parts, titled "Technical Proposal" in accordance with L.2.3 and "Cost Proposal" in accordance with B.3. Proposals shall be typewritten in 12 point font size on 8.5" by 11" paper. Telephonic, telegraphic, e-mail or facsimile proposals will not be accepted. Each Technical and Cost proposal shall be submitted in a sealed envelope conspicuously marked with the following: "Proposal in Response to RFP No. 10-P-SM-037."

L.2.2 Offerors are directed to the specific proposal evaluation criteria found in Section M of this solicitation, Evaluation Factors. The Offeror shall respond to each factor in a way that will allow WCSA to evaluate the Offeror's response. The Offeror shall submit information in a clear, concise, factual and logical manner providing a comprehensive description of program services and service delivery. The information requested below for the technical proposal shall facilitate evaluation and source selection for all proposals. The technical proposal must contain sufficient detail to provide a clear and concise representation of the requirements of Section C above.

L.2.3 The following items are required in each Technical Proposal:

L.2.3.1 Offeror Profile - (TAB 1)

(1) Offeror name, business address, telephone and fax number;

(2) Year established (including former Offeror names and year(s) established, if applicable);

(3) Type of ownership (i.e., corporate, partnership, etc.);
(4) A statement as to whether the Offeror is licensed to do business in the District of Columbia and possesses the necessary professional licenses to perform the service;

(5) The Primary Contact’s name, mailing address, e-mail address and telephone number;

(6) Full disclosure of any existing condition or interest which might conflict with the interest, operation or reputation of WCSA;

(7) A description of the specialized experience of the Offeror, and its current personnel with respect to providing the services solicited in this RFP;

(8) If a joint venture is contemplated, statements containing the same information as requested above for each joint venture firm; and

(9) If applicable, the Contractor’s CBE certification.

L.2.3.2 Firm’s Qualifications, Experience, Key Personnel and References (TAB 2)

The Offeror shall provide at a minimum a discussion of the following to facilitate the evaluation of the Offeror’s organization, experience, and qualifications to perform the required services as described in Section C:

(a) Describe your approach, knowledge and experience in implementing a comprehensive enterprise e-procurement system for public or quasi-public entities.

(b) Describe your approach, knowledge and experience in implementing a fully functional electronic interface between your proposed enterprise e-procurement system and the current WCSA version of Mitchell Humphrey Financial Management System (FMS II, Version 35).

(c) Describe your methodology and milestone plan for implementing the e-procurement system and interface within the time-frame required as set forth in Section C.

The Offeror shall set forth in its proposal its proposed staffing, including the names and reporting relationships of all key personnel the Offeror will use to perform the work under the Contract. The Offeror shall include resumes for all key personnel.

L.2.3.3 Firm’s Price Proposal (TAB 3)

The Offeror shall provide a completed Section B for the base year and each of the option years. WCSA expects to receive price offers that represent a discount from the Offeror’s usual rate structure. The Offeror’s price proposal shall include any ODCs, if applicable.
L.2.3.4 Firm’s References (TAB 4)

Each Offeror shall provide:

(a) The name, addresses and phone numbers of all references meeting the requirements set forth above, who have used the Offeror’s services for similar types of work within the last five (5) years and who can validate the Offeror’s ability to successfully perform the work. Contact information shall be detailed and shall include:

- The name, address and telephone number of the client or account;
- The point of contact for the client or account;
- The length of time of service on the account;
- The services that are provided to the account

L.2.3.5 Disclosure Agreements - (TAB 5)

In its proposal, the Offeror shall:

(a) Certify in writing to WCSA that it knows of no conflict between its interests and those of WCSA; and it knows of no facts or circumstances that might create the appearance of a conflict between its interests and those of WCSA. (See Attachment J.1.2)

L.2.3.6 Representations, Certifications and Other Statements (TAB 6)

The Offeror shall:

(a) Include all information requested in Section K of this RFP;

(b) Attach a copy of CBE certification letter from DSLBD, if applicable (see Section M.5); and

(c) Attach a copy of, or a statement of, the Offeror’s affirmative action policy/plan, and statistical information relative to the Offeror’s accomplishments in meeting goals set forth in the policy/plan. The policy/plan will be evaluated and rated based on its content, goals, CEO commitment, timetables, and accomplishments.

L.2.3.7 Legal Status Of Offerors (TAB 7)

Each proposal must provide the following information:
(a) Name, Address, Telephone Number, Federal Tax Identification Number and DUNS Number of Offeror;

(b) A copy of each District of Columbia license, registration or certification that the Offeror is required by law to obtain. This mandate also requires the Offeror to provide a copy of the executed "Clean Hands Certification" that is referenced in D.C. Official Code §47-2862 (2001), if the Offeror is required by law to make such certification. If the Offeror is a corporation or partnership and does not provide a copy of its license, registration or certification to transact business in the District of Columbia, the Offeror shall certify its intent to obtain the necessary license, registration or certification prior to Contract award or its exemption from such requirements; and

(c) If the Offeror is a limited liability company, a limited liability partnership, partnership or a joint venture, the names and addresses of the members, general partners or individual members of the joint venture, and copies of any joint venture or teaming agreements.

The WCSA reserves the right to request additional information regarding the Offeror’s organizational status.

L.2.3.8 Exceptions (TAB 8)

The Offeror shall set forth any exceptions to its offer. Each exception requested by the Offeror 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 solicitation shall be at the sole and absolute discretion of WCSA, and shall be final. Failure of the Offeror to request an exception as prescribed in this Section L.2.3.6 shall be deemed a waiver.

L.3 PROPOSAL SUBMISSION DATE AND TIME, AND LATE SUBMISSIONS, LATE MODIFICATIONS, WITHDRAWAL OR MODIFICATION OF PROPOSALS AND LATE PROPOSALS

L.3.1 Proposal Submission

Proposals must be submitted no later than June 24, 2010 by 12 noon, EST. Proposals, modifications to proposals, or requests for withdrawals that are received in the designated WCSA office after the exact local time specified above, are "late" and shall be considered only if they are received before award is made and one (1) or more of the following circumstances apply:

(a) The proposal or modification was sent by registered or certified mail not later than the fifth (5th) day before the date specified for receipt of offers;
(b) The proposal or modification was sent by mail and it is determined by the Contracting Officer that the late receipt at the location specified in the solicitation was caused by mishandling by WCSA, or

(c) The proposal is the only proposal received.

**Offerors shall submit proposals to the attention and address cited on Page 1 of this RFP.**

**L.3.2 Withdrawal or Modification of Proposals**

An Offeror may modify or withdraw its proposal upon written, telegraphic or e-mail notice, or facsimile transmission, if received at the location designated in the RFP for submission of proposals, but not later than the closing date for receipt of proposals.

**L.3.3 Postmarks**

The only acceptable evidence to establish the date of a late proposal, late modification or late withdrawal sent either by registered or certified mail shall be a U.S. or Canadian Postal Service postmark on the wrapper or on the original receipt from the U.S. or Canadian Postal Service. If neither postmark shows a legible date, the proposal, modification or request for withdrawal shall be deemed to have been mailed late. When the postmark shows the date but not the hour, the time is presumed to be the last minute of the date shown. If no date is shown on the postmark, the proposal shall be considered late unless the Offeror can furnish evidence from the postal authorities of timely mailing.

**L.3.4 Late Modifications**

A late modification of a successful proposal, which makes its terms more favorable to WCSA, shall be considered at any time it is received and may be accepted.

**L.3.5 Late Proposals**

A late proposal, late modification or late request for withdrawal of an offer that is not considered shall be held unopened, unless opened for identification, until after award and then retained with unsuccessful offers resulting from this solicitation.

**L.3.6 Pre-Proposal Conference**

**L.3.6.1** A pre-proposal conference is not scheduled at this time.

**L.3.6.2** Prospective Offerors will be given an opportunity to submit in writing. See Section L.4 below.
L.4 EXPLANATION TO PROSPECTIVE OFFERORS

If a prospective Offeror has any questions relative to this solicitation, the prospective Offeror shall submit the question in writing to the contact person, identified on page one. The prospective Offeror shall submit questions no later than 3:00 pm EST on June 18, 2010, in order to receive an official response from WCSA. WCSA will not consider any questions received after 3:00 pm EST on June 18, 2010, before the date set for submission of proposals. WCSA will furnish responses promptly to all other prospective Offerors and answers will be posted on WCSA website at www.dcconvention.com/VendorResources.aspx. An amendment to the solicitation will be issued if that information is necessary in submitting offers, or if the lack of it would be prejudicial to any other prospective Offerors. Oral explanations or instructions given before the award of the contract will not be binding.

L.5 FAILURE TO SUBMIT OFFERS

Recipients of this RFP not responding with an offer should not return this solicitation. Instead, they should advise the Contracting Officer whether they want to receive future solicitations for similar requirements by letter or postcard at 801 Mount Vernon Place, NW, Washington, DC 20001, or notify the Contracting Officer by e-mail at jbutler@wcsa.com. It is also requested that such recipients advise the Contracting Officer of the reason for not submitting a proposal in response to this solicitation. If a recipient does not submit an offer and does not notify the Contracting Officer that future solicitations are desired, the recipient’s name may be removed from the applicable mailing list.

L.6 RESTRICTION ON DISCLOSURE AND USE OF DATA

L.6.1 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 WCSA’s compliance therewith is subject to applicable law or judicial process):

“This proposal includes data that shall not be disclosed outside WCSA 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, WCSA will have the right to duplicate, use, or disclose the data to the extent consistent with WCSA’s needs in the procurement process. This restriction does not limit WCSA’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).”
L.6.2 The Offeror shall mark each sheet of data it wishes to restrict with the following legend:

"Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal."

L.7 PROPOSALS WITH OPTION YEARS

The Offeror shall include option year prices in its price proposal. An offer may be determined to be unacceptable if it fails to include option year pricing.

L.8 PROPOSAL PROTESTS

L.8.1 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 WCSA's Director of Contracts and Requisitions within seven (7) business days after the protester knew or should have known of the facts giving rise thereto. Protests shall be served on WCSA by obtaining a written and dated acknowledgment of receipt from the Contracting Officer. Protests served on WCSA 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.

L.8.2 Protests will be reviewed and decided in accordance with Section 309 of WCSA'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 WCSA regarding a protest; provided, however, that no appeal may be taken to the CAB unless and until all administrative review procedures provided for in WCSA's procurement regulations have first been fully and properly complied with and exhausted.

L.8.3 The CAB shall hear and decide appeals from final decisions of WCSA 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 WCSA. The unsuccessful Protester shall be responsible for any and all costs of the CAB in connection with any appeal and shall reimburse WCSA for such costs.
L.9 **SIGNING OF OFFERS**

The Offeror shall sign the offer and print or type its name on the Cover Form (Section A) of this RFP. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the Contracting Officer.

L.10 **UNNECESSARILY ELABORATE PROPOSALS**

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.

L.11 **RETENTION OF PROPOSALS**

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

L.12 **PROPOSAL COSTS**

WCSA is not liable for any costs incurred by Offerors in submitting proposals in response to this RFP.

L.13 **CERTIFICATES OF INSURANCE**

The successful Offeror shall submit certificates of insurance to the Contracting Officer giving evidence of the required coverages as specified in Section C.5 above, prior to commencing work under the Contract and not later than fourteen (14) days after Contract award.

L.14 **ACKNOWLEDGMENT OF AMENDMENTS**

WCSA reserves the right to issue amendments or addenda to this RFP for the purpose of modifying the documents referred to herein at any time prior to the day and hour set for the opening of offers. Offerors shall acknowledge receipt of any amendment or addendum to this RFP by: (i) signing and returning the amendment or addendum; (ii) identifying the amendment or addendum number and date in the space provide for this purpose in the RFP Cover Form (Section A) and returning the same to WCSA at the time the offer is submitted; or (iii) by letter or telegram, including mailgrams or by facsimile. WCSA must receive the acknowledgment by the date and time specified for receipt of offers. An Offeror’s failure to acknowledge an amendment or addendum may result in rejection of its offer.
L.15  **BEST AND FINAL OFFERS**

If, subsequent to receiving offers, negotiations are conducted, all Offerors within the competitive range may 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 WCSA’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.

L.16  **FAMILIARIZATION WITH CONDITIONS**

Offerors shall thoroughly familiarize themselves with the terms and conditions of this RFP, acquainting themselves with all available information regarding difficulties which may be encountered, and the conditions under which the work is to be accomplished. Contractors will not be relieved from assuming all responsibility for properly estimating the difficulties and the cost of performing the services required herein due to their failure to investigate the conditions or to become acquainted with all information, schedules and liability concerning the services to be performed.

L.17  **STANDARDS OF RESPONSIBILITY**

L.17.1 The Offeror must demonstrate to the satisfaction of WCSA its capability in all respects to perform fully the contract requirements. Therefore, an Offeror must submit the documentation listed below, within five (5) days of any request by WCSA:

(a) Evidence of adequate financial resources, credit or the ability to obtain such resources as required during the performance of the contract;

(b) Evidence of the ability to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments;

(c) Evidence of the necessary organization, experience, technical skills, accounting and operational controls, or the ability to obtain them;

(d) Evidence of compliance with all applicable District licensing and tax laws and regulations;

(e) Evidence of a satisfactory performance record, record of integrity and business ethics;
(f) Evidence of the necessary production capacity, construction ability and technical equipment and facilities, or the ability to obtain them;

(g) Evidence of other qualifications and eligibility criteria necessary to receive an award under applicable laws and regulations; and,

(h) If the Offeror fails to supply the information requested, the Contracting Officer shall make the determination of responsibility or non-responsibility based upon available information. If the available information is insufficient to make a determination of responsibility, the Contracting Officer shall determine the prospective contractor to be non-responsible.

L.18 ORAL PRESENTATIONS

WCSA may request a comprehensive system demonstration or oral presentation for those offerors determined to be within the competitive range. Any such request shall be in writing.

[End of Section L]
SECTION M: EVALUATION FACTORS

M.1 EVALUATION FOR AWARD

A contract may be awarded to a single responsible Offeror whose offer is most advantageous to WCSA and represents the best value. Award determinations will be based upon the evaluation criteria specified below. Thus, while the points in the evaluation criteria indicate their relative importance, the total scores will not necessarily be determinative of an award. Rather, the total scores will guide WCSA in making an informed decision in consideration of the best value to WCSA based upon the evaluation criteria.

M.2 PROPOSAL EVALUATION

M.2.1 WCSA reserves the right to reject any or all proposals determined to be inadequate or unacceptable. WCISA may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the Offeror’s best terms from a price and technical standpoint.

M.2.2 WCSA may communicate with Offerors in order to clarify, verify or obtain additional information about its past performance and experience. Such communication will not constitute discussions and will not obligate WCSA to make a competitive range determination, conduct discussions, or solicit or entertain revised proposals or best and final offers.

M.2.3 The technical evaluation criteria set forth below have been developed by WCSA technical personnel and have been tailored to the requirements of this particular solicitation. The Contractor is informed that these criteria will serve as the standard against which all proposals will be evaluated and serve to establish the evaluation criteria including the evaluation factors and significant sub factors which the Contractor should specifically address in complying with the requirements of Sections C and L.

M.2.4 An evaluation team of professionals will conduct the proposal evaluation. The evaluation of proposals is an assessment of the proposal and the Contractor’s ability to perform the prospective contract requirements successfully. The evaluation will utilize a numerical scoring process for the evaluation factors as described in Section M.3. The Contractor’s strengths, deficiencies, significant weaknesses and risks associated with performing the requirements of the contract will be examined within each evaluation factor.

M.2.5 The Contractor’s technical proposal and price proposal shall be evaluated separately in accordance with the criteria described in M.3.

M.2.6 Proposals will be rated and ranked on the evaluation factors listed in Section M.3. Although technical factors are significantly more important than price, price is an
important factor and should be considered when preparing responsive proposals. The importance of price as an evaluation factor will increase with the degree of equality of the proposals in relation to the remaining evaluation factors.

M.2.7 When the Offerors within the competitive range are considered essentially equal in terms of technical capability, or when the price is so significantly high as to diminish the value of the technical superiority to WCSA, price may become the determining factor for award.

M.2.8 Evaluation of an Offeror’s proposal shall be based on the information presented in the proposal and information available to the Contracting Officer from sources deemed appropriate. Proposals which are not in compliance with the RFP may be deemed to be reflective of an inherent lack of technical competence or indicative of a failure to comprehend the complexity of the proposed work and may result in rejection of the proposal. Since the proposed contract requires the delivery of data, the quality of organization and writing reflected in the proposal will be considered to be an indication of the quality of organization and writing that would be prevalent in the proposed deliverable data.

M.2.9 Price analysis will be conducted on all proposals. Price analysis is the process of examining and evaluating a proposed price without evaluating its separate price elements and proposed profit.

M.3 EVALUATION CRITERIA

M.3.1 Evaluation Factors

The objective of the source selection process is to identify and select the Offeror that has successfully demonstrated the ability to successfully meet WCSA’s needs in the manner most advantageous to WCSA, all factors considered. The relative probabilities of the Offeror to accomplish this will be evaluated based on the specific information requested in L.2 in accordance with the evaluation factors described below. The Contractor should respond to each factor and significant sub factors in a way that will allow WCSA to evaluate the Contractor’s response. The scoring for each evaluation factor will be based on WCSA’s determination of the degree to which the Contractor satisfies the requirements within the evaluation factor and significant sub factors. Deficiencies, weaknesses identified in the proposal, as well as WCSA’s risk will also be considered. The evaluation factors and significant sub-factors, point value and relative importance follow.
### M.3.2 Technical Evaluation

<table>
<thead>
<tr>
<th>Evaluation Criteria</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>FACTOR-1: Technical Approach &amp; Capability</strong></td>
<td>40</td>
</tr>
<tr>
<td>Scoring of this factor will be based on the Offeror's ability to comprehensively address the following:</td>
<td></td>
</tr>
<tr>
<td>1. Describe your approach, knowledge and experience in implementing a comprehensive enterprise e-procurement system for public or quasi-public entities.</td>
<td>40</td>
</tr>
<tr>
<td>3. Describe your methodology and milestone plan for implementing the e-procurement system and electronic interface with FMSII within the time-frame required as set forth in Section C.</td>
<td></td>
</tr>
<tr>
<td><strong>FACTOR-2: Previous Experience</strong></td>
<td>35</td>
</tr>
<tr>
<td>Scoring will be based on the quality and relevance of no less than four (4) references or letters of support from previous clients with respect to transactions similar in scope to those required by WCSA that the Offeror has completed as the prime contractor {i.e. implementation of e-procurement system AND electronic interface with legacy financial management systems} References should be provided for prior representations that were similar to services outlined in the Scope of Work. References should be comprehensively formatted to communicate the client name and location, scope of the project, client point of contact (name/email/phone), project budget, and date of completion.</td>
<td></td>
</tr>
<tr>
<td><strong>FACTOR-3: Price</strong></td>
<td>25</td>
</tr>
<tr>
<td>Pricing proposals will be evaluated based on the formula outlined below.</td>
<td></td>
</tr>
<tr>
<td><strong>SUBTOTAL EVALUATION POINTS</strong></td>
<td>100</td>
</tr>
<tr>
<td><strong>Preference Points</strong></td>
<td>12</td>
</tr>
<tr>
<td>Certified Business Enterprise (CBE) Prime Contracting</td>
<td></td>
</tr>
</tbody>
</table>
### Evaluation Criteria

<table>
<thead>
<tr>
<th>Evaluation Criteria</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>For all prime CBE Contractors, a maximum of 12 additional points may be added to the overall technical score for evaluation purposes. <strong>Such 12 additional points will be added on the same preference point basis as defined in the Offeror’s official CBE certification letter.</strong></td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL POSSIBLE EVALUATION POINTS</strong></td>
<td><strong>112</strong></td>
</tr>
</tbody>
</table>

### M.3.4 Price Factor

The Contractor’s proposed price will be evaluated separately. Each price evaluation will be objective. The Contractor with the lowest price will receive the maximum price points. All other proposals will receive a proportionately lower total score. The following formula will be used to determine each Contractor’s evaluated price score:

\[
\text{Evaluated price score} = \frac{\text{Lowest price proposal}}{\text{Price of proposal being evaluated}} \times \text{weight}
\]

### M.4 EVALUATION OF OPTION YEARS

WCSA will review the Offeror’s total financial proposal, including Option the Years. Evaluation of option year values shall not obligate WCSA to exercise the option(s). Further, WCSA's total requirements may change during the option years and services to be required will be determined at the time each option is exercised.

### M.5 PREFERENCES FOR LOCAL BUSINESSES, DISADVANTAGED BUSINESSES, RESIDENT-OWNED BUSINESSES, SMALL BUSINESSES, LONGTIME RESIDENT BUSINESSES, OR LOCAL BUSINESSES WITH PRINCIPAL OFFICES LOCATED IN AN ENTERPRISE ZONE.

#### M.5.1

Under the provisions of the “Small, Local, and Disadvantaged Business Enterprise Development and Assistance Act of 2005” (the Act), as amended, the WCSA shall apply preferences in evaluating bids or proposals from businesses that are small, local, disadvantaged, resident-owned, longtime resident, or local with a principal office located in an enterprise zone of the District of Columbia.

#### M.5.2 GENERAL PREFERENCES
For evaluation purposes, the allowable preferences under the Act for this procurement are as follows:

M.5.2.1 The addition of three points on a 100-point scale for a small business enterprise (SBE) certified by the Department of Small and Local Business Development (DSLBD);;

M.5.2.2 The addition of five points on a 100-point scale for a resident-owned business enterprise (ROB) certified by the DSLBD;

M.5.2.3 The addition of ten points on a 100-point scale for a longtime resident business (LRB) certified by the DSLBD;

M.5.2.4 The addition of two points on a 100-point scale for a local business enterprise (LBE) certified by the DSLBD;

M.5.2.5 The addition of two points on a 100-point scale for a local business enterprise with its principal office located in an enterprise zone (DZE) and certified by the DSLBD; and

M.5.2.6 The addition of two points on a 100-point scale for a disadvantaged business enterprise (DBE) certified by the DSLBD.

M.5.3 Intentionally Omitted

M.5.4 MAXIMUM PREFERENCE AWARDED

Notwithstanding the availability of the preceding preferences, the maximum total preference to which a certified business enterprise is entitled under the Act for this procurement is twelve (12) points on a 100-point scale for proposals submitted in response to an RFP. There will be no preference awarded for subcontracting by the prime contractor with certified business enterprises.

M.5.5 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.

M.5.6 REQUIRED OFFEROR SUBMISSIONS TO RECEIVE PREFERENCES

M.5.6.1 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:
• 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

• 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.

M.5.6.2 Any Offeror seeking certification or provisional certification in order to receive preferences under this solicitation should contact the:

Department of Small and Local Business Development
ATTN: CBE Certification Program
441 Fourth Street, N.W., Suite 970N
Washington, DC 20001

M.5.6.3 All Offerors are encouraged to contact the DSLBD at (202) 727-3900 if additional information is required on certification procedures and requirements.

M.6 EVALUATION OF PROMPT PAYMENT DISCOUNT

M.6.1 Prompt payment discounts shall not be considered in the evaluation of offers. However, any discount offered will form a part of the award and will be taken by WCSA if payment is made within the discount period specified by the Offeror.

M.6.2 In connection with any discount offered, time will be computed from the date of delivery of the supplies to carrier when delivery and acceptance are at point of origin, or from date of delivery at destination when delivery, installation and acceptance are at that, or from the date a correct invoice or voucher is received in the office specified by WCSA, if the latter date is later than date of delivery. Payment is deemed to be made for the purpose of earning the discount on the date of mailing of WCSA check.

[End of Section M]
Attachment J.1.1

Wage Determination No. 2005-2103, Revision 8 dated May 26, 2009

See http://www.wdol.gov/sca.aspx#8 for full text.
Attachment J.1.2 Disclosure Statement

DISCLOSURE STATEMENT

A. As applicable, each principal must submit a signed and dated statement that discloses any past or present business, familial, or personal relationships with any of the following persons:

**WCSA Board of Directors**
- Beverly Perry, Chair
- Mitchell Schear, Vice Chair
- Emily Durso, Treasurer
- Linda Greenan, Secretary
- James Abdo, Member
- Natwar Gandhi, Member
- John Boardman, Member
- Jay Haddock Ortiz, Member
- William Hall, Member
- Valerie-Joy Santos, Member

**WCSA Staff Members**
- Gregory O’Dell, President and Chief Executive Officer
- Marlene L. Johnson, Esq., General Counsel and Assistant Secretary
- Henry W. Mosley, CPA, Chief Financial Officer
- Samuel R. Thomas, Senior Vice-President and General Manager, Convention Center Operations Division
- Erik Moses, Senior Vice-President and Managing Director, Sports, Entertainment and Special Events Division
- Jonathan R. Butler, Director, Contracts and Requisitions
- Nicole Becton Jackson, Esq., Deputy General Counsel
- Reginald L. Smith, Esq., Deputy General Counsel
- John Collins, Vice President, Facility Operations
- Chinyere Hubbard, Vice President, Communications and Marketing
- Judy Banks, Vice President, Human Resources

B. If there are no relationships, a signed statement may be submitted, so long as it is signed by each principal to whom the statement relates.

C. If there are such relationships, the statement must reflect the nature of the relationship and include the following certification and be signed by each principal to whom the statement relates.
“This is to certify that to the best of my knowledge and belief, the above represents a full and accurate disclosure of any past or present business, familial, or personal relationships with any of WCSA Board and Staff members identified in Attachment J.1.2 to RFP #____________________

__________________________________________  __________________________
Name                                                      Date

__________________________________________
Title