



REQUEST FOR PROPOSAL (RFP) #08-P-BF-022

ISSUED BY: Brenda Fuller, Senior Contracts Specialist Washington Convention Center Authority (WCCA) Office of Contracts and Procurement Services 801 Mount Vernon Place, NW Washington, DC 20001 Phone: (202) 249-3023 Fax: (202) 249-3114 bfuller@dcconvention.com	DATE ISSUED: January 28, 2008 MANDATORY SITE VISIT: N/A QUESTIONS: February 11, 2008 AT 3:00 PM, EST CLOSING DATE: February 27, 2008 CLOSING TIME: 3:00 PM, EST
OFFER FOR: "Commercial Retail Broker and Property Management Services"	

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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:

Amendment No.: _____	Date: _____	Amendment No.: _____	Date: _____
Amendment No.: _____	Date: _____	Amendment No.: _____	Date: _____

OFFEROR: Name: Street: City, State, and Zip: Area Code & Telephone No.: Area Code & Facsimile No.:	<i>(Name & Title of Person Authorized to Sign Offer: (Type or Print))</i> NAME: TITLE: SIGNATURE: DATE:
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SECTION B: SUPPLIES OR SERVICES AND PRICE

B.1 GENERAL

B.1.1 The Washington Convention Center Authority (WCCA) wishes to engage the services of an experienced Contractor to manage thirteen (13) retail spaces in and around the Walter E. Washington Convention Center (WEWCC). The Contractor shall:

- Acquire tenants, assure compliance with applicable regulations, and monitor on a routine bases, all existing interior and exterior retail spaces;
- Develop and present a complete report identifying suggested improvements/changes that will attract potential tenants as described in Section C.2 below. Upon WCCA's review and acceptance of the Contractor's findings: develop and design a complete marketing strategy, including an estimated budget; and
- Assist WCCA staff in the final selection of tenants.

B.1.3 WCCA contemplates award of a fixed-fee contract; however, it reserves the right to award a different type of contract.

B.2 PRICING

The Offeror shall submit a pricing proposal that describes a monthly fee and a Not-to-Exceed total price for the entire project. The pricing proposal shall include all contemplated charges to WCCA. Offerors may submit either a breakdown estimate of fees based on an Hourly Charge Method with a maximum monthly fee, or a Flat Rate Monthly Fee. The Offeror shall note all "blended" hourly fees that may be included in Hourly Charge estimates. If multiple labor categories are proposed, the Offeror shall list the categories and corresponding rates. The Offeror shall include all "loaded" charges as part of the proposed hourly fees. The proposed maximum monthly fee shall cover the combination of the labor categories required in providing the services, as well as any anticipated reimbursable and indirect costs affiliated with the required deliverables for this RFP. Pricing shall be for a total of five (5) years, one base and four (4) one year options.

B.2.1 **Base Period** (Date of award through September 30, 2008)

B.2.2 **Option One** (October 1, 2008 - September 30, 2009)

B.2.3 **Option Two** (October 1, 2009 - September 30, 2010)

B.2.4 **Option Three** (October 1, 2010 - September 30, 2011)

B.2.5 **Option Four** (October 1, 2011 - September 30, 2012)

[End of Section B]

SECTION C: SPECIFICATIONS/WORK STATEMENT

C.1 DEFINITIONS

- C.1.1 **“Agreement” or “Contract”** - shall refer to the written instrument of understanding negotiated between WCCA and the Offeror selected by WCCA, based on the evaluation criteria described in Section M herein. The Agreement or Contract shall include as an attachment the technical proposal submitted and accepted by WCCA, and the WCCA Standard Contract Provisions.
- C.1.2 **“WCCA”** - shall refer to the Washington Convention Center Authority, an independent authority of the District of Columbia government.
- C.1.3 **“Board”** - shall refer to the WCCA Board of Directors.
- C.1.4 **“Center”** – shall refer to the Walter E. Washington Convention Center, 801 Mt. Vernon Place, N.W., Washington, D.C. 20001.
- C.1.5 **“Contracting Officer”** – shall refer to the individual(s) authorized to contractually bind WCCA.
- C.1.6 **“Contracting Officer’s Technical Representative (COTR)”** - shall refer to the WCCA 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.
- C.1.7 **“Contractor” or “Vendor”** – shall refer to the selected Offeror.
- C.1.8 **“Disadvantaged Business Enterprise” (DBE)** - shall mean a disadvantaged business enterprise, as that term is defined by the *Small, Local, and Disadvantaged Business Enterprise Development and Assistance Act of 2005* [the “Act”; D.C. Code § 2-218.01], et seq., which became effective on October 20, 2005}. In general, but subject to the terms of that Act in its entirety, the term shall mean a local business enterprise owned, operated and controlled by economically disadvantaged individuals.
- C.1.9 **“DSLBD”** - shall refer to the District of Columbia’s Department of Small and Local Business Development.
- C.1.10 **“Enterprise Zone” (DZE)** - shall refer to an area of the District designated as a District of Columbia Enterprise Zone under section 1400 of the Internal Revenue Code of 1986, approved August 5, 1997 (111 Stat. 863; 26 U.S.C. § 1400); or an economic development zone designated by the Mayor and approved by the Council of the District of Columbia pursuant to D.C. Code §§ 6-1501 through 6-1504.
- C.1.11 **“CEO/General Manager”** - shall refer to the WCCA CEO/General Manager.
- C.1.12 **“Certified Joint Venture”** – shall refer to a joint venture certified by the DSLBD.
- C.1.13 **“Joint Venture”** - shall refer to a combination of the property, capital, efforts, skills or knowledge of two or more persons or businesses to carry out a single project.

- C.1.14 **“Local Business Enterprise”** (LBE) - shall mean a business enterprise, as that term is defined by the Act. In general, but subject to the terms of that Act in its entirety, the term shall mean a business enterprise with its principal office located physically in the District of Columbia (or which has been determined to meet the criteria for waivers of this requirement).
- C.1.15 **“Offeror”** - shall mean the individual, company, firm or organization submitting a proposal pursuant to this solicitation.
- C.1.16 **“Owned, Operated and Controlled”** - shall refer to a business enterprise that is one of the following, as defined in the Act:
1. A sole proprietorship owned, operated and controlled by a District resident;
 2. A partnership, joint venture or corporation owned, operated and controlled by one or more District resident(s) who own at least 51% of the beneficial ownership interest in the enterprise and who also hold at least 51% of the voting interests of the enterprise;
 3. A sole proprietorship, partnership, joint venture or corporation may be owned, operated and controlled by a non-District resident when one of the following factors are met:
 - a. The majority of the enterprise’s employees are District residents;
 - b. The majority of total sales or other revenues of the enterprise are derived from the transaction of business in the District of Columbia; or
 - c. The enterprise is a local business enterprise as defined in the Act.
- C.1.17 **“Resident Owned Business”** – shall refer to 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.
- C.1.18 **“Small Business Enterprise”** (SBE) - shall mean a small business enterprise, as that term is defined by the Act. In general, but subject to the terms of that Act in its entirety, the term shall mean a local business enterprise which is independently owned, operated and controlled and which has had average annualized gross receipts (for the three years preceding certification) not exceeding the following limits:

Construction:

Heavy (Streets and Highways, Bridges, etc.)	\$23 million
Building (General Construction, etc.)	\$21 million
Specialty Trades	\$13 million
Goods and Equipment	\$ 8 million
General Services	\$19 million

Professional Services:

Personal (Hotel, Beauty, Laundry, etc.)	\$ 5 million
Business Services	\$10 million
Health and Legal Services	\$10 million
Health Facilities Management	\$19 million
Manufacturing	\$10 million
Transportation and Hauling Services	\$13 million

- C.1.19 **“Solicitation”** - shall refer to this Request for Proposal (RFP) 08-P-BF-022, and all its attachments, amendments, exhibits, and addenda.

C.2 **BACKGROUND**

- C.2.1 WCCA wishes to engage the services of a Commercial Real Estate Broker and Property Manager for thirteen (13) retail spaces in and around the Walter E. Washington Convention Center (WEWCC).
- C.2.2 WCCA was established in 1994 as an independent authority of the District of Columbia Government (District), pursuant to D.C. Code, Section § 10-1201.01 et seq. It is a corporate body that has legal existence distinct and separate from the District, established for the purpose of acquiring, constructing, equipping, maintaining, and operating a new Convention Center in the District of Columbia. Day-to-day direction of the WCCA is under the guidance of a CEO/General Manager who, in turn, is responsible to a nine-member Board of Directors that is appointed by the Mayor of the District of Columbia.
- C.2.3 The WEWCC was completed in the fall of 2003. It is a 2.3 million square foot, \$850 million dollar facility that hosted 149 events in 2007, welcoming over 800,000 attendees. It is the largest public works project ever undertaken in the District of Columbia and has received both the American Institute of Architects (AIA) 2006 Honors Award for Architecture and the Urban Land Institute (ULI) 2006 Award for Excellence.
- C.2.4 WEWCC has a total of thirteen (13) retail spaces – ***twelve (12) perimeter spaces*** and ***one (1) interior*** space.
- C.2.5 The ***twelve (12) perimeter spaces***, totaling 18, 428 square feet, were constructed when the WEWCC was built. All 12 spaces have sidewalk access and are located on 9th Street between M and N Streets, on N Street between 7th and 9th Streets, and on 7th Street between L and M Streets. ***There is no access to these twelve (12) spaces from inside the WEWCC.***

In 2005, ***one (1) retail space***, totaling 266 square feet, was created ***inside*** of the WEWCC for the specific purpose of offering business center services to show management, exhibitors and guests.

- C.2.6 ***Eight (8) of the twelve (12) perimeter spaces have been leased.*** Leases range from five to ten years, with rent averaging from \$32.00 to \$38.00 per square foot. There are optional renewals on each lease. The perimeter Tenants are as follows:

1. Old Dominion Brew House (Restaurant)	4,977 sq ft
2. Mongolian Grill/Sushi Bar (Restaurant)	2,388 sq ft
3. D’Vine Cravings (Bakery)	1,211 sq ft
4. Abou Master Goldsmith (Jeweler)	710 sq ft
5. Enterprise Car Rental	705 sq ft
6. EuroMarket Café (Deli, Sundries)	1,265 sq ft

7. Capital Business Center	1,420 sq ft
8. Julie Sumner Salon and Spa	1,894 sq ft

- a. All perimeter Tenants, with the exception of Enterprise Car Rental, are small businesses.
- b. All perimeter Tenants, with the exception of Julie Sumner Salon and Spa, are open for business.

C.2.7 **Four (4) of the twelve (12) perimeter spaces remain vacant**, but all have been built out (or are in the process of being built out) as “warm vanilla” shells, and WCCA has itself identified possible Tenants for three (3) of the spaces. No Leases have been developed for these spaces. The fourth vacant space is likely to be used for a public purpose with little or no rent paid.

The square footage and location for the three (3) available perimeter spaces are:

1251 9 th Street, NW	1,262 sq ft
802 N Street, NW	1,272 sq ft
1116 7 th Street, NW	1,324 sq ft

C.2.8 **The one (1) interior retail space has been leased** to Capital Business Center also (giving them both a perimeter space and an inside space; see C.2.5 above) under similar terms to those applicable to perimeter Tenants.

C.2.9 WCCA, as Landlord, is in litigation with three (3) of its nine (9) Tenants: (i) Old Dominion Brew House, (ii) Mongolian Grill/Sushi Bar and, (iii) Julie Sumner Salon and Spa. Claims asserted by Landlord include breach of Lease by failure to pay rent when due, and suit for possession. Claims asserted by Tenants include Landlord’s breach of Lease by failure to abide by its obligations to build out the premises.

C.2.10 Five (5) of the nine (9) Tenants are having varying degrees of difficulty in meeting the financial terms of their respective Leases.

C.2.15 WEWCC is maintained and operated by WCCA’s Director of Facilities.

C.2.16 The financial affairs of WCCA are under the direction and control of WCCA’s Chief Financial Officer (CFO), who maintains all of WCCA’s books and accounts, including its bank accounts at Wachovia Bank, N.A.

C.2.17 WCCA has undertaken a retail marketing program to advertise its Tenants’ businesses throughout the District of Columbia, through print, media and D.C. Circulator advertisements.

C.2.18 WCCA is advised by a fifteen (15) member Advisory Committee, composed of neighborhood representatives and established by D.C. Law 10-188.

C.3 SCOPE OF SERVICES

C.3.1 The Contractor shall manage, lease, release and maintain WEWCC's thirteen (13) retail spaces as described in Section C.2.4 through C.2.18 above (the "Property"), subject to approval by WCCA.

C.3.2 Comprehensive Plan - The Contractor shall develop a comprehensive marketing, leasing and releasing program for the Property for WCCA's approval, taking into account, at a minimum, market conditions, neighborhood demographics and WCCA's desire to spur economic development in its immediate environs. The Plan shall include, at a minimum:

- Direct mailing to prospective tenants;
- Personal follow-up to any calls to or from prospective tenants;
- An aggressive campaign of direct contacts with possible tenants;
- Financial responsibility standards for tenants;
- Aggressive cooperation with other leasing specialists or cooperating brokers;
- Preparation of brochures, leasing aids and other materials; and,
- Coordination with tenants on space needs and plans.

C.3.3 Vacant Spaces – For Property that is now or may subsequently become vacant and consistent with the Comprehensive Plan referred to in Section C.3.2 above, the Contractor shall identify responsible and financially desirable tenants, according to criteria approved by WCCA, and shall negotiate and present leases, using a standard lease form, for WCCA's approval.

C.3.4 Property Management - The Contractor's duties shall be, at a minimum, to:

- Collect all rents;
- Demand or provide all appropriate receipts;
- Take such legal actions as are necessary to evict tenants delinquent in the payment of monthly rents;
- Provide WCCA with monthly reports of delinquencies;
- In conjunction with WCCA's Facilities Department, take all actions necessary to maintain the Property according to first class standards;
- In conjunction with WCCA's Facilities Department, take all actions necessary to assure that tenant businesses are operated in compliance with all applicable laws and regulations;
- Resolve all complaints from tenants and notify WCCA promptly of any major complaint;
- Promptly notify WCCA of any law or regulatory violation, personal injury or property damage involving the Property;
- Establish and submit to WCCA for approval an itemized budget stating estimated receipts and expenditures for the base year, and implement the budget, once approved;
- In conjunction with the WCCA CFO, cause regular and prompt disbursements and/or payments for expenses related to operations, maintenance or miscellaneous charges;

- Keep a detailed and comprehensive system of books, accounts and, records, and submit monthly operating reports to WCCA;
- Assure tenant compliance with all lease terms and conditions; and,
- Attend WCCA Advisory Committee meetings and neighborhood meetings, as appropriate.

C.3.5 Staff Bonds – The Contractor shall have and maintain at all times adequate staff to perform all of its obligations and shall be appropriately bonded and insured.

C.4 QUALIFICATIONS OF CONTRACTOR

C.4.1 To be considered for this award, the Offeror shall provide evidence that it has all licenses required by Washington, DC, Federal or other State law to provide the services required in Section C.3. In addition, the Contractor must provide evidence that the Contractor's primary business activity results from comparable work. Examples of comparable commercial spaces include, but are not limited to neighborhood retail markets, including the type of retail experience (e.g. malls, strip malls, independent stores, food, clothing, etc...).

C.4.2 To be considered for this award, the Offeror shall designate a Project Manager and other key personnel (discussed more fully below in Section L.2.3.2), with extensive experience in commercial leasing and property management for comparable spaces. The phrase "extensive experience" refers to successfully performing assessments for marketing and/or developing potential candidates for inter city retail spaces for the remaining four (4) stores.

C.4.3 The Offeror shall provide evidence of its ability to work with tenants that are in litigation with the Landlord.

C.4.4 The Offeror(s) personnel assigned to this project must demonstrate the technical qualifications to perform the work listed in the Scope of Work in Section C.3 above.

C.5 CONTRACTOR FURNISHED EQUIPMENT

The Contractor shall furnish and maintain in acceptable condition, all materials and equipment necessary to perform work required by the Contract. The Contractor is solely responsible for the quality and performance of all contractor-provided materials and equipment used in performance of this contract.

[End of Section C]

SECTION D: PACKAGING AND MARKING

D.1 PACKAGING AND MARKING

The packaging and marking requirements for the resultant Contract shall be governed by clause number 1.14, Shipping Instructions-Consignment, of WCCA's Standard Contract Provisions (SCPs) dated May, 2006. A copy of WCCA's SCPs may be downloaded from WCCA's website at http://www.dcconvention.com/business_current.aspx

[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 WCCA's Standard Contract Provisions (SCPs) dated May, 2006. A copy of WCCA's SCPs may be downloaded from WCCA's website at http://www.dcconvention.com/business_current.aspx

[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 through September 30, 2008.**

F.2 OPTION TO EXTEND THE TERM OF THE CONTRACT

F.2.1 WCCA may extend the term of this contract for a period of four (1) one-year option periods, or successive fractions thereof, by written modification to the Contract before the expiration of the Contract; provided that WCCA 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 WCCA to an extension. The exercise of this option is subject to the availability of funds at the time of the exercise of this 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 WCCA exercises this option, the Contract shall be considered to include this option provision.

F.2.3 The price for the option period shall be as specified in the Contract.

F.3 DELIVERABLES

F.3.1 The Contractor shall provide, at a minimum, the deliverables set forth in the table below. Additionally, upon request, the Contractor shall provide other reports which may be presented to the Board of Directors, or the Council of the District of Columbia. The number of copies of the other reports will be determined at the time of the request by WCCA.

Deliverable	Qty	Format/Method of Delivery	Due Date	To Whom
Comprehensive Leasing/Merchandising plan (Section C.3.4)	3	2 – Hard copies 1 – Electronic	To be determined	COTR or designee
Negotiated Lease (Section C.3.3)	3	2 – Hard copies 1 – Electronic	Five (5) days after signature date	COTR or designee
Monthly Operating Report (Section C.3.4)	3	2 – Hard copies 1 – Electronic	First Friday of each month	COTR or designee
Monthly reimbursement expense reports (Section C.3.4)	3	2 – Hard copies 1 – Electronic 3	TBD	COTR

F.4 PERFORMANCE

- F.4.1 WCCA desires to obtain complete and satisfactory performance in accordance with the specifications and requirements in the Contract. To this end, WCCA is contracting for the complete performance of services identified in this RFP's Statement of Work. WCCA reserves the right to assess deductions for nonperformance. WCCA 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.4.2 The average daily rate calculated from the fixed-price amount for the services of the Contractor as set forth in the Contract shall be used to calculate deductions. This rate shall be multiplied by the number of productive and administrative days needed by WCCA to complete the task as determined by the COTR.
- F.4.3 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 the development, design, construction, completion or commissioning schedule.
- F.4.4. If at any time WCCA finds that the key individual(s) assigned to the Contract 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 WCCA, the Contractor shall, within ten (10) days, replace such key individual with a key individual who is satisfactory to WCCA. WCCA may, at its sole discretion, extend the period to correct by written notification to the Contractor. If, at any time, the key individual(s) desires to leave his/her employment, the replacement key individuals must be approved in writing by WCCA and the individual(s) shall have the requisite background to ensure that he/she is prepared and competent to assume the remaining responsibilities.

[End of Section F]

SECTION G: CONTRACT ADMINISTRATION DATA

G.1 INVOICE PAYMENT

- G.1.1 WCCA 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.
- G.1.2 The WCCA will pay the Contractor on or before the 30th day after receiving a proper invoice from the Contractor

G.2 SUBMISSION OF INVOICES

- G.2.1 An invoice shall be paid upon receipt of and acceptance by WCCA of a certified invoice. Prior to submission of an invoice, the Contractor will certify each invoice for accuracy and correctness.
- G.2.2 A certified invoice shall contain the following information (1) the contract number/purchase order/service number, (2) the name, address, and telephone number of the Contractor, (3) the period during which the services were provided ("Billing Period"), (4) the cost of the services and tasks during the billing period, (5) the signature of an authorized official of the Contractor, and (6) the signature of the COTR verifying that the services have been provided as set forth on the invoice and in accordance with this agreement.
- G.2.3 The Contractor shall submit proper invoices on a monthly basis or as otherwise specified in Section G.4. Invoices shall be prepared and submitted to the WCCA Accounts Payable Office:
- a. By mail to: Washington Convention Center Authority
Accounts Payable Office
801 Mount Vernon Place, NW
Washington, DC 20001
 - b. Invoices may also be e-mailed to the WCCA Accounts Payable Office in PDF format to: invoices@dcconvention.com.
- G.2.4 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 Section B of this contract.
- G.2.5 Inquiries relative to payment(s) should be directed to the WCCA Office of the Chief Financial Officer's (CFO) Accounts Payable Unit.
- G.2.6 The Contractor shall submit final invoices 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 section H.5.5.
- G.3.2 No final payment shall be made to the Contractor until the WCCA 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 PAYMENT

- G.4.1 Unless otherwise specified in this contract, payment will be made on partial deliveries of goods and services accepted by WCCA only if:
- a. The amount due on the deliveries warrants it; or
 - b. The Contractor requests it and the amount due on the deliveries are in accordance with the following:

"Payment will be made on completion and acceptance of each percentage or stage of work in accordance with the prices stated in the Schedule in Section B."

G.5 CONTRACTING OFFICER (CO)

Contracts will be entered into and signed on behalf of WCCA only by the Contracting Officer. The Contracting Officer for the Contract will be:

*Jack Schreibman, Esq.,
Director, Contracts and Procurement Services
Washington Convention Center Authority
801 Mount Vernon Place, NW
Washington, D.C. 20001
(202) 249-3157 (telephone)
(202) 249-3114 (fax)
jschreibman@dcconvention.com*

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 In the event the Contractor effects any change at the instruction or request of any person other than the Contracting Officer, the change will be considered to have been

made without authority and no adjustment will be made in the Contract price to cover any cost increase incurred as a result thereof.

G.7 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)

- G.7.1 The 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:

*Cathy Boles
Assistant Managing Director of Development
Washington Convention Center Authority
801 Mount Vernon Place, NW
Washington, DC 20001
202-249-3165 (telephone)
cboles@dcconvention.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 WCCA, to take all corrective action necessitated by reason of the unauthorized changes.

[End of Section G]

SECTION H: SPECIAL CONTRACT REQUIREMENTS

H.1 HIRING OF DISTRICT RESIDENTS AS APPRENTICES AND TRAINEES

- H.1.1 For all new employment resulting from this contract or subcontracts hereto, as defined in D. C. Law 14-24, D.C. Law 5-93 and Mayor's Order 83-265 and implementing instructions, the Contractor shall use its best efforts to comply with the following basic goal and objectives for utilization of bona fide residents of the District of Columbia in each project's labor force: at least fifty-one (51) percent of apprentices and trainees employed shall be residents of the District of Columbia registered in programs approved by the District of Columbia Apprenticeship Council.
- H.1.2 The Contractor shall negotiate an Employment Agreement with the DOES for jobs created as a result of this contract. The DOES shall be the Contractor's first source of referral for qualified apprentices and trainees in the implementation of employment goals contained in this clause.

H.2 DEPARTMENT OF LABOR WAGE DETERMINATIONS

The Contractor shall be bound by the **Wage Determination No. 2005-2103, Revision No. 4, July 5, 2007**, 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, make any statement, or issue 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 WCCA to make available for inspection and copying any record produced or collected pursuant to a WCCA contract with a private contractor to perform a public function, to the same extent as if the record were maintained by WCCA. If the Contractor receives a request for such information, the Contractor shall immediately send the request to the COTR designated in Section G.8 who will provide the request to the WCCA FOIA Officer. If WCCA 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 WCCA FOIA Officer will

determine the releasability of the records. WCCA 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.5.1 The Contractor shall comply with the First Source Employment Agreement Act of 1984 ("First Source Act"), as amended [D.C. Official Code, sec. 2-219.01 et seq.].

H.5.2 The Contractor shall enter into and maintain, during the term of the Contract, a First Source Employment Agreement, (see Section J.2.2 below) 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, (with a copy sent to the WCCA Contracting Officer) 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 WCCA, 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 PROTECTION OF PROPERTY

The Contractor shall be responsible for any damage to the Center's exterior or interior, or approaches thereto, in delivering equipment, materials or supplies covered by this Contract.

H.7 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.). Generally, the ADA makes it unlawful to discriminate in employment against a qualified individual with a disability.

H.8 SECTION 504 OF THE REHABILITATION ACT OF 1973, as amended.

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. This Act prohibits discrimination against disabled people in federally funded program and activities. See 29 U.S.C. 794 et seq.

H.9 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. The Living Wage Act of 2006 is Title I of the "Way to Work Amendment Act of 2006", DC Law 16-118, effective June 8, 2006. The Living Wage Act is codified at DC Official Code § 2-220.0 I through II. Generally, this Act requires a Contractor to pay its employees and subcontractors performing services under the contract not less than the current District of Columbia living wage as published by the D.C. Office of Contracting and Procurement.

[End of Section H]

SECTION I: CONTRACT CLAUSES

I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS

The WCCA 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 under “Business Opportunities” under the heading “Information”, then click on “Standard Contract Provisions – Supplies and Services Contracts”. 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 WCCA 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 customer of WCCA 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 RIGHTS IN DATA

I.5.1 “Data,” as used herein, means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

I.5.2 The term “Technical Data”, as used herein, means recorded information, regardless of form or characteristic, of a scientific or technical nature. It may, for example, document research, experimental, developmental or engineering work, or be usable or used to define a design or process or to procure, produce, support, maintain, or operate material. The data may be graphic or pictorial delineations in media such as drawings or photographs, text in specifications or related performance or design type documents or computer printouts. Examples of technical data include research and engineering data, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information, and computer software documentation. Technical data does not include computer software or financial, administrative, cost and pricing, and management data or other information incidental to contract administration.

- I.5.3 The term "Computer Software", as used herein means computer programs and computer databases. "Computer Programs", as used herein means a series of instructions or statements in a form acceptable to a computer, designed to cause the computer to execute an operation or operations. "Computer Programs" include operating systems, assemblers, compilers, interpreters, data management systems, utility programs, sort merge programs, and automated data processing equipment maintenance diagnostic programs, as well as applications programs such as payroll, inventory control and engineering analysis programs. Computer programs may be either machine-dependent or machine-independent, and may be general purpose in nature or designed to satisfy the requirements of a particular user.
- I.5.4 The term "computer databases", as used herein, means a collection of data in a form capable of being processed and operated on by a computer.
- I.5.5 All data first produced in the performance of this Contract shall be the sole property of WCCA. The Contractor hereby acknowledges that all data, including, without limitation, computer program codes, produced by Contractor for WCCA under this Contract, are works made for hire and are the sole property of WCCA; but, to the extent any such data may not, by operation of law, be works made for hire, Contractor hereby transfers and assigns to WCCA the ownership of copyright in such works, whether published or unpublished. The Contractor agrees to give WCCA all assistance reasonably necessary to perfect such rights including, but not limited to, the works and supporting documentation and the execution of any instrument required to register copyrights. The Contractor agrees not to assert any rights in common law or in equity in such data. The Contractor shall not publish or reproduce such data in whole or in part or in any manner or form, or authorize others to do so, without written consent of WCCA until such time as WCCA may have released such data to the public.
- I.5.6 WCCA will have restricted rights in data, including computer software and all accompanying documentation, manuals and instructional materials, listed or described in a license or agreement made a part of the Contract, which the parties have agreed will be furnished with restricted rights, provided however, notwithstanding any contrary provision in any such license or agreement, such restricted rights shall include, as a minimum the right to:
- Use the computer software and all accompanying documentation and manuals or instructional materials with the computer for which or with which it was acquired, including use at any WCCA installation to which the computer may be transferred by WCCA;
 - Use the computer software and all accompanying documentation and manuals or instructional materials with a backup computer if the computer for which or with which it was acquired is inoperative; and
 - Copy computer programs for safekeeping (archives) or backup purposes; and modify the computer software and all accompanying documentation and manuals or instructional materials, or combine it with other software, subject to the provision that the modified portions shall remain subject to these restrictions.

I.5.7 The restricted rights set forth in section I.5.6 are of no effect unless:

- a. The data is marked by the Contractor with the following legend:

RESTRICTED RIGHTS LEGEND

Use, duplication, or disclosure is subject to restrictions stated in Contract No.

With _____ (Contractor's Name); and,

- b. If the data is computer software, the related computer software documentation includes a prominent statement of the restrictions applicable to the computer software. The Contractor may not place any legend on the computer software indicating restrictions on WCCA's rights in such software unless the restrictions are set forth in a license or agreement made a part of the Contract prior to the delivery date of the software. Failure of the Contractor to apply a restricted rights legend to such computer software shall relieve WCCA of liability with respect to such unmarked software.

I.5.8 In addition to the rights granted in Section I.5.6 above, the Contractor hereby grants to WCCA a nonexclusive, paid-up license throughout the world, of the same scope as restricted rights set forth in Section I.5.6 above, under any copyright owned by the Contractor, in any work of authorship prepared for or acquired by WCCA under this contract. Unless written approval of the Contracting Officer is obtained, the Contractor shall not include in technical data or computer software prepared for or acquired by WCCA under the Contract any works of authorship in which copyright is not owned by the Contractor without acquiring for WCCA any rights necessary to perfect a copyright license of the scope specified in the first sentence of this paragraph.

I.5.9 Whenever any data, including computer software, is to be obtained from a subcontractor under the Contract, the Contractor shall include this entire clause, I.5, Rights in Data, in the subcontract, without alteration, and no other clause shall be used to enlarge or diminish WCCA's or the Contractor's rights in that subcontractor data or computer software which is required for WCCA.

I.5.10 For all computer software furnished to WCCA with the rights specified in Section I.5.5 above, the Contractor shall furnish to WCCA, a copy of the source code with such rights of the scope specified in Section I.5.5. For all computer software furnished to WCCA with the restricted rights specified in Section I.5.6, WCCA, if the Contractor, either directly or through a successor or affiliate shall cease to provide the maintenance or warranty services provided WCCA under the Contract or any paid-up maintenance agreement, or if Contractor should be declared bankrupt or insolvent by a court of competent jurisdiction, shall have the right to obtain, for its own and sole use only, a single copy of the then current version of the source code supplied under the Contract, and a single copy of the documentation associated therewith, upon payment to the person in control of the source code the reasonable cost of making each copy.

- I.5.11 The Contractor shall indemnify and save and hold harmless WCCA, its officers, agents and employees acting within the scope of their official duties against any liability, including costs and expenses, (i) for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under this contract, or (ii) based upon any data furnished under this contract, or based upon libelous or other unlawful matter contained in such data.
- I.5.12 Nothing contained in this clause shall imply a license to WCCA under any patent, or be construed as affecting the scope of any license or other right otherwise granted to WCCA under any patent.
- I.5.13 Sections I.5.6, I.5.7, I.5.8, I.5.11 and I.5.12 above are not applicable to material furnished to the Contractor by WCCA and incorporated in the work furnished under the Contract, provided that such incorporated material is identified by the Contractor at the time of delivery of such work

I.6 OTHER CONTRACTORS

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

I.7 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 WCCA will have the right to review and approve prior to its execution by the Contractor. Any such subcontract shall specify that the Contractor and the subcontractor shall be subject to every provision of the Contract. Notwithstanding any such subcontract approved by WCCA, the Contractor shall remain liable to WCCA for all Contractor's work and services required hereunder.

I.8 INSURANCE

- I.8.1 The Contractor shall procure and maintain, during the entire period of performance under this Contract, the types of insurance specified below. Policies respecting general liability and automobile liability shall name WCCA, its Board of Directors, officers, employees and the Government of the District of Columbia, and such other persons or entities as WCCA shall reasonably request in writing, as additional insureds. Contractor shall, upon execution of this Contract, deposit with WCCA certificates of insurance evidencing the required coverage and which shall contain the foregoing additional insured language. Contractor shall require all subcontractors to carry the insurance required herein, or Contractor may, at its option, provide the coverage for any or all subcontractors, in which case the evidence of insurance submitted shall so stipulate.

- I.8.2 The Contractor shall be required to maintain the following insurance with the minimum amounts per incident or occurrence: (i) general liability for bodily injury or death sustained by any one person, containing limits of not less than \$2,000,000 per occurrence and in the aggregate; (ii) property damage of \$500,000 per claim, with an aggregate of \$1,000,000 per incident or occurrence; (iii) workers compensation insurance at statutory limits in the amount of \$500,000 and without exclusion of any class of employee; and (iv) non-owned/hired auto insurance with bodily injury limits of not less than \$1,000,000 per person, \$1,000,000 per accident and property damage limits of not less than \$1,000,000 per accident.
- I.8.3 All insurance policies shall be issued by insurers licensed to do business in the District of Columbia and any insuring company shall be required to have a minimum rating of "A+" in Best's Key Rating Guide published by A.M. Best and Company, Inc. and shall contain agreements by the insurers that such policies shall not be canceled or materially modified except upon thirty (30) days' prior written notice to WCCA. The Contractor shall immediately notify WCCA of cancellation or material modification of any policy. If the insurance provided is not in compliance with the requirements herein, WCCA may, at its option, require Contractor to stop work pending such compliance.
- I.8.4 The Contractor shall immediately report in writing to WCCA any incident that might reasonably be expected to result in any claim under any insurance required hereunder. The Contractor agrees to cooperate fully with WCCA in the investigation and disposition of any claim arising out of the performance of this Contract.

I.9 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.10 CONTRACTS IN EXCESS OF \$100,000 DOLLARS

Any contract in excess of \$100,000 shall not be binding or give rise to any claim or demand against WCCA until approved by the Operations Committee of the WCCA Board and signed by the Contracting Officer.

I.11 CONTRACTS IN EXCESS OF \$250,000 DOLLARS

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

I.12 CONTRACTS IN EXCESS OF \$1 MILLION DOLLARS

Any contract 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 WCCA Board and the Council of the District of Columbia and signed by the Contracting Officer.

SECTION J: LIST OF ATTACHMENTS

J.1 ATTACHMENT

- J.1.1 Wage Determination No. 2005-2103, Revision 4, July 5, 2007
- J.1.2 Way to Work Amendment Act of 2006
- J.1.3 “Living Wage Act of 2006” Notice and Fact Sheet
- J.1.4 Disclosure Statement

J.2 INCORPORATED ATTACHMENTS

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

- J.2.1 WCCA Standard Contract Provisions
- J.2.2 First Source Employment Agreement

[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 WCCA 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
- ☐ A corporation registered for business in _____
(Country)

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.3.2 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.1.4 that discloses any past or present business, familial or personal relationships with any of the WCCA Board of Directors or WCCA 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:
 - (i) those prices;
 - (ii) the intention to submit a contract; or,
 - (iii) 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 -- Phone*

[End of Section K]

SECTION L: INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

L.1 CONTRACT AWARD

- L.1.1 WCCA 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 WCCA, cost or price, technical and other factors, specified elsewhere in this solicitation considered.
- L.1.2 WCCA may award Contracts 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 six (6) copies** of the written proposals shall be submitted in two parts, titled "Technical Proposal" and "Cost Proposal", in accordance with Section L.2.3. 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 separately in a sealed envelope conspicuously marked with the following: "(Technical/Cost) Proposal in Response to RFP No. 08-P-BF-022, Commercial Retail Broker and Property Management Services."**
- 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 WCCA 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) Offeror licenses to do business in the District of Columbia and any professional licenses necessary to perform the services;
 - (5) The Primary Contact's name, mailing address, e-mail address and telephone number;
 - (6) Five (5) professional references;

- (7) Full disclosure of any existing condition or interest which might conflict with the interest, operation or reputation of WCCA;
- (8) A description of the specialized experience of the Offeror, and its current personnel with respect to commercial leasing and property management for large convention center or similar buildings.
- (8) If a joint venture is contemplated, statements containing the same information as requested above for each joint venture firm.
- (9) If applicable, please the contractor shall include their LSDBE certification (letter) with their proposal
- (10) DCRA Certificate (record of being a domestic entity organized in the District of Columbia or a foreign entity registered to transact business in the District of Columbia.

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

WCCA considers the position of Project Manager (see Section C.4.2 above) to be key personnel for the Contract. The Offeror shall set forth in its proposal the names and reporting relationships of any other key personnel the Offeror will use to perform the work under the Contract. All resumes shall be included. The hours that each will devote to the Contract shall be provided in total and broken down by task.

L.2.3.3 Experience and References - (TAB 3)

The Offeror shall provide the following:

- a. The name, addresses and phone numbers of five (5) references who have used the Offeror's services for similar types of work within the last three (3) years and who can validate the Offeror's ability to successfully perform the work;
- b. An overview of Offeror's business and its qualifications to perform the work required by this RFP;
- c. Evidence that the primary business activity of the Offeror is in the field of leasing and property management;
- d. The name of the Project Manager to be assigned to accomplish the Scope of Work required by this RFP; and
- e. Evidence of the Project Manager's extensive experience with commercial retail spaces.

L.2.3.4 Technical Approach Including Innovative Services Offered (TAB 4)

The Offeror shall set forth how it proposes to complete the Commercial Retail Broker and Property Management for WCC to include at a minimum:

- a. The Offeror shall state whether it has special expertise in neighborhood retail markets, including the type of retail experience (e.g., mall, strip mall, independent stores, food, clothing, etc.).
- b. The Offeror shall demonstrate knowledge of the Shaw neighborhood in Washington, DC.
- c. The Offeror shall demonstrate the ability to attract quality tenants to small retail spaces.
- d. The Offeror shall provide at least three (3) references to support previous experience in performing similar services, including name, address, contact person, telephone number, and description of services provided and date services were provided.
- e. The Offeror shall demonstrate evidence of its ability to work with tenants that are in litigation with the Landlord.
- f. The Offeror shall briefly present:
 - 1. A leasing strategy to attract quality tenants within a minimum amount of time.
 - 2. A leasing strategy to attract tenants to a developing neighborhood retail district.
- g. The Offeror shall illustrate its creativity by briefly discussing an exceptionally challenging leasing assignment and how it was able to meet the Landlord's objective(s).

L.2.3.5 Disclosure Agreements - (TAB 5)

In its proposal, the Offeror shall:

- a. Certify in writing to WCCA that it knows of no conflict between its interests and those of WCCA; and it knows of no facts or circumstances that might create the appearance of a conflict between its interests and those of WCCA. (See Attachment J.1.4)
- b. Describe whether the Offeror is involved in litigation against WCCA or the District of Columbia, or if there is thought to be any potential conflict of interest arising out of the Offeror's representation of another client in connection with the proposed scope of the project or services to be rendered to WCCA, please note so in the proposal. Also, describe the procedure that the Offeror would use should a potential or real conflict arise during the term of the Contract.
- c. Agree to promptly update WCCA upon learning of facts or circumstances rendering inaccurate the representation referred to in Section L.2.3.3 (1).

- d. Agree to provide all written disclosures in duplicate, one copy each to the Contracting Officer and to WCCA's General Counsel.

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, 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 Exceptions - (TAB 7)

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 WCCA, and shall be final. Failure of the Offeror to request an exception as prescribed in this Section L.2.3.7 shall be deemed a waiver

L.2.4 The following items are requested in each Cost Proposal:

- (1) Provide the Offeror's costs in accordance with Sections B.2 and L.2.1 above.
- (2) State any additional charges and/or reimbursement expenses the Offeror would seek, including the method of determining those charges

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 **Wednesday, February 27, 2008 by 3:00 PM, EST**. Proposals, modifications to proposals, or requests for withdrawals that are received in the designated WCCA 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 WCCA, or
- c The proposal is the only proposal received.

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 WCCA, 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

There **will not** be a pre-proposal conference/site visit held for this requirement.

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 Monday, February 11, 2008. WCCA will not consider any questions received after 3:00 pm EST on Monday, February 11, 2008, before the date set for submission of proposals.*** WCCA will furnish responses promptly to all other prospective Offerors and answers will be posted on WCCA website at

http://www.dcconvention.com/business_current.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 jschreibman@dcconvention.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 who include in their proposal data that they do not want disclosed to the public or used by the District except for use in the procurement process shall mark the title page with the following legend:

"This proposal includes data that shall not be disclosed outside WCCA 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, WCCA will have the right to duplicate, use, or disclose the data to the extent consistent with WCCA's needs in the procurement process. This restriction does not limit WCCA'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/cost 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 WCCA's Director, Contracts and Procurement Services within seven (7) business days after the protester knew or

should have known of the facts giving rise thereto. Protests shall be served on WCCA by obtaining a written and dated acknowledgment of receipt from the Contracting Officer. Protests served on WCCA 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 WCCA'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 WCCA regarding a protest; provided, however, that no appeal may be taken to the CAB unless and until all administrative review procedures provided for in WCCA'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 WCCA 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 WCCA. The unsuccessful Protester shall be responsible for any and all costs of the CAB in connection with any appeal and shall reimburse WCCA 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 WCCA and retained by WCCA, and thereafter will not be returned to the Offerors.

L.12 PROPOSAL COSTS

WCCA 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 I.8 above, prior to commencing work under the Contract and not later than fourteen (14) days after Contract award.

L.14 ACKNOWLEDGMENT OF AMENDMENTS

WCCA 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 addenda; (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 WCCA at the time the offer is submitted; or (iii) by letter or telegram, including mailgrams or by facsimile. WCCA 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 will be so notified and will 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 provision of this solicitation. After receipt of BAFOs, no discussions will be reopened unless the Contracting Officer determines that it is clearly in WCCA'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 shall issue an additional request for best and final offers to all Offerors still within the competitive range.

L.16 LEGAL STATUS OF OFFERORS

L.16.1 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.

L.16.2 The WCCA reserves the right to request additional information regarding the Offeror's organizational status.

L.17 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.18 STANDARDS OF RESPONSIBILITY

L.18.1 The Offeror must demonstrate to the satisfaction of WCCA 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 WCCA:

- 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.

[End of Section L]

SECTION M: EVALUATION FACTORS

M.1 EVALUATION FOR AWARD

The Contract will be awarded to the responsible Offeror whose offer is most advantageous to WCCA, 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 the award. Rather, the total scores will guide WCCA in making an informed decision based upon the evaluation criteria.

M.2 EVALUATION STANDARDS

M.2.1 Evaluation factors for award:

- a. WCCA will make award to the responsible Offeror(s) whose offer conforms to the solicitation and is most advantageous to WCCA, considering the cost or price and technical factors listed below. For this solicitation, technical quality is more important than cost or price. As proposals become more equal in their technical merit, the evaluated cost or price becomes more important.
- b. The technical evaluation factors listed below are in descending order of importance:

- (1) Qualifications and Experience of Key Personnel

This factor will be evaluated based on the submission of resumes and relevant experience of the proposed Project Manager and other key personnel (if any) who will be working directly with WCCA. Extensive experience leasing, and managing multiple inner city commercial retail spaces managing those with pending legal action, is paramount.

- (2) Specialized Experience and Technical Competence of the Firm

This factor will be evaluated based on the breadth and depth of the Offeror's recent and relevant experience in the commercial brokerage and property management of real property, for other neighborhood retail markets, (e.g., mall, strip mall, independent stores, food, clothing, etc...) or other comparable facilities, as described in Section C.4 above.

- (3) Demonstrated Understanding of WCCA's Needs

This factor will be evaluated based on a qualitative assessment of the proposal for meeting the requirements of the Statement of Work (see Section C above). WCCA will give credit to demonstrated insight; suggested approaches, priorities, or areas of emphasis; a sound quality assurance program; and, innovative and constructive thinking regarding the specific issues facing WCCA.

M.3 EVALUATION CRITERIA

M.3.1 Technical Criteria (70 Points)

Qualifications and Experience of Key Personnel	30 points
Specialized experience and technical competence of the Offeror	25 points
Demonstrated Understanding of WCCA’s Needs	15 points

M.3.2 Price Criteria (30 Points)

The price evaluation will be objective. The Offeror 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 Offeror's evaluated price score:

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

M.3.3 Preference (12 Points)

Refer to Section M.5 for preference qualifications.

M.3.4 Total Possible Score (112 Points)

M.4 EVALUATION OF OPTION YEARS

WCCA will evaluate offers for award purposes by evaluating the total price for all option years as well as the base year. Evaluation of option year prices shall not obligate WCCA to exercise the option(s). Further, WCCA’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.

This is an open market solicitation **with no** LSDBE subcontracting set-aside (supplies and services).

Under the provisions of the “Small, Local, and Disadvantaged Business Enterprise Development and Assistance Act of 2005” (the Act), and Title II, Subtitle N, of the “Fiscal Year 2006 Budget Support Act of 2005”, D.C. Law 16-33, effective October 20, 2005, the District 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 Three percent reduction in the bid price or the addition of three points on a 100-point scale for a small business enterprise (SBE) certified by the SLBOC or the Department of Small and Local Business Development (DSLBD), as applicable;
- M.5.2.2 Five percent reduction in the bid price or the addition of three points on a 100-point scale for a resident-owned business enterprise (ROB) certified by the SLBOC or the DSLBD, as applicable;
- M.5.2.3 Ten percent reduction in the bid price or the addition of ten points on a 100-point scale for a longtime resident business (LRB) certified by the SLBOC or the DSLBD, as applicable;
- M.5.2.4 Two percent reduction in the bid price or the addition of two points on a 100-point scale for a local business enterprise (LBE) certified by the SLBOC or the DSLBD, as applicable;
- M.5.2.5 Two percent reduction in the bid price or 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 SLBOC or the DSLBD, as applicable; and
- M.5.2.6 Two percent reduction in the bid price or the addition of two points on a 100-point scale for a disadvantaged business enterprise (DBE) certified by the SLBOC or the DSLBD, as applicable.

M.5.3 APPLICATION OF PREFERENCES

The preferences shall be applicable to prime contractors as follows:

- M.5.3.1 Any prime contractor that is an SBE certified by the SLBOC or the DSLBD, as applicable, will receive a three percent (3%) reduction in the bid price for a bid submitted by the SBE in response to an Invitation for Bids (IFB) or the addition of three points on a 100-point scale added to the overall score for proposals submitted by the SBE in response to a Request for Proposals (RFP).
- M.5.3.2 Any prime contractor that is an ROB certified by the SLBOC or the DSLBD, as applicable, will receive a five percent (5%) reduction in the bid price for a bid submitted by the ROB in response to an IFB or the addition of three points on a 100-point scale added to the overall score for proposals submitted by the ROB in response to an RFP.
- M.5.3.3 Any prime contractor that is an LRB certified by the SLBOC or the DSLBD, as applicable, will receive a ten percent (10%) reduction in the bid price for a bid

submitted by the LRB in response to an IFB or the addition of ten points on a 100-point scale added to the overall score for proposals submitted by the LRB in response to an RFP.

M.5.3.4 Any prime contractor that is an LBE certified by the SLBOC or the DSLBD, as applicable, will receive a two percent (2%) reduction in the bid price for a bid submitted by the LBE in response to an IFB or the addition of two points on a 100-point scale added to the overall score for proposals submitted by the LBE in response to an RFP.

M.5.3.5 Any prime contractor that is a DZE certified by the SLBOC or the DSLBD, as applicable, will receive a two percent (2%) reduction in the bid price for a bid submitted by the DZE in response to an IFB or the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DZE in response to an RFP.

M.5.3.6 Any prime contractor that is a DBE certified by the SLBOC or the DSLBD, as applicable, will receive a two percent (2%) reduction in the bid price for a bid submitted by the DBE in response to an IFB or the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DBE in response to an RFP.

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 percent (12%) for bids submitted in response to an IFB or the equivalent of 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 SLBOC or the DSLBD, as applicable, certifies a joint venture, the certified joint venture will receive preferences 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 SLBOC as an SBE, LBE, DBE, DZE, LRB, or RBO, to include a copy of all relevant letters of certification from the SLBOC; or

- Evidence of the Offeror's or joint venture's provisional certification by the DSLBD as an SBE, LBE, DBE, DZE, LRB, or RBO, 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: LSDBE 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 WCCA 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 WCCA, 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 WCCA check.

[End of Section M]

ATTACHMENT J.1.1

REGISTER OF WAGE DETERMINATIONS UNDER
THE SERVICE CONTRACT ACT
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON D.C. 20210

William W.Gross Division of
Director Wage Determinations

Wage Determination No.: 2005-2103
Revision No.: 4
Date Of Revision: 07/05/2007

States: District of Columbia, Maryland, Virginia

Area: District of Columbia Statewide

Maryland Counties of Calvert, Charles, Frederick, Montgomery, Prince George's, St Mary's

Virginia Counties of Alexandria, Arlington, Fairfax, Falls Church, Fauquier, King George, Loudoun, Prince William, Stafford

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
01000 - Administrative Support And Clerical Occupations	
01011 - Accounting Clerk I	13.79
01012 - Accounting Clerk II	15.49
01013 - Accounting Clerk III	18.43
01020 - Administrative Assistant	23.59
01040 - Court Reporter	18.43
01051 - Data Entry Operator I	12.67
01052 - Data Entry Operator II	13.82
01060 - Dispatcher, Motor Vehicle	16.50
01070 - Document Preparation Clerk	13.29
01090 - Duplicating Machine Operator	13.29
01111 - General Clerk I	13.72
01112 - General Clerk II	15.32
01113 - General Clerk III	18.74
01120 - Housing Referral Assistant	21.66
01141 - Messenger Courier	10.23
01191 - Order Clerk I	14.74
01192 - Order Clerk II	16.29
01261 - Personnel Assistant (Employment) I	15.60
01262 - Personnel Assistant (Employment) II	18.43
01263 - Personnel Assistant (Employment) III	21.66
01270 - Production Control Clerk	21.29
01280 - Receptionist	12.72
01290 - Rental Clerk	15.60
01300 - Scheduler, Maintenance	15.60
01311 - Secretary I	17.03
01312 - Secretary II	18.39
01313 - Secretary III	21.66
01320 - Service Order Dispatcher	15.82
01410 - Supply Technician	23.59
01420 - Survey Worker	18.43

01531 - Travel Clerk I	12.07
01532 - Travel Clerk II	13.01
01533 - Travel Clerk III	13.99
01611 - Word Processor I	13.76
01612 - Word Processor II	15.60
01613 - Word Processor III	18.43
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	25.26
05010 - Automotive Electrician	21.37
05040 - Automotive Glass Installer	20.14
05070 - Automotive Worker	20.14
05110 - Mobile Equipment Servicer	17.31
05130 - Motor Equipment Metal Mechanic	22.53
05160 - Motor Equipment Metal Worker	20.14
05190 - Motor Vehicle Mechanic	22.53
05220 - Motor Vehicle Mechanic Helper	16.81
05250 - Motor Vehicle Upholstery Worker	19.66
05280 - Motor Vehicle Wrecker	20.14
05310 - Painter, Automotive	21.37
05340 - Radiator Repair Specialist	20.14
05370 - Tire Repairer	14.43
05400 - Transmission Repair Specialist	22.53
07000 - Food Preparation And Service Occupations	
07010 - Baker	13.18
07041 - Cook I	11.97
07042 - Cook II	13.28
07070 - Dishwasher	9.76
07130 - Food Service Worker	10.25
07210 - Meat Cutter	16.07
07260 - Waiter/Waitress	8.59
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	18.05
09040 - Furniture Handler	12.78
09080 - Furniture Refinisher	18.39
09090 - Furniture Refinisher Helper	14.11
09110 - Furniture Repairer, Minor	16.31
09130 - Upholsterer	18.05
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	9.67
11060 - Elevator Operator	9.79
11090 - Gardener	15.70
11122 - Housekeeping Aide	10.89
11150 - Janitor	10.89
11210 - Laborer, Grounds Maintenance	12.07
11240 - Maid or Houseman	10.84
11260 - Pruner	11.37
11270 - Tractor Operator	14.19
11330 - Trail Maintenance Worker	12.07
11360 - Window Cleaner	11.31
12000 - Health Occupations	
12010 - Ambulance Driver	16.06
12011 - Breath Alcohol Technician	17.67
12012 - Certified Occupational Therapist Assistant	20.31
12015 - Certified Physical Therapist Assistant	19.99
12020 - Dental Assistant	16.90
12025 - Dental Hygienist	40.68
12030 - EKG Technician	24.34
12035 - Electroneurodiagnostic Technologist	24.34
12040 - Emergency Medical Technician	17.67

12071 - Licensed Practical Nurse I	18.60
12072 - Licensed Practical Nurse II	20.82
12073 - Licensed Practical Nurse III	21.79
12100 - Medical Assistant	14.23
12130 - Medical Laboratory Technician	18.04
12160 - Medical Record Clerk	14.96
12190 - Medical Record Technician	16.67
12195 - Medical Transcriptionist	16.46
12210 - Nuclear Medicine Technologist	28.93
12221 - Nursing Assistant I	9.75
12222 - Nursing Assistant II	10.96
12223 - Nursing Assistant III	12.99
12224 - Nursing Assistant IV	14.58
12235 - Optical Dispenser	16.67
12236 - Optical Technician	14.41
12250 - Pharmacy Technician	15.75
12280 - Phlebotomist	14.58
12305 - Radiologic Technologist	27.61
12311 - Registered Nurse I	24.92
12312 - Registered Nurse II	31.22
12313 - Registered Nurse II, Specialist	31.22
12314 - Registered Nurse III	37.77
12315 - Registered Nurse III, Anesthetist	37.77
12316 - Registered Nurse IV	45.28
12317 - Scheduler (Drug and Alcohol Testing)	18.04
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	18.55
13012 - Exhibits Specialist II	23.33
13013 - Exhibits Specialist III	28.11
13041 - Illustrator I	18.73
13042 - Illustrator II	23.42
13043 - Illustrator III	28.82
13047 - Librarian	25.45
13050 - Library Aide/Clerk	12.52
13054 - Library Information Technology Systems Administrator	22.99
13058 - Library Technician	17.88
13061 - Media Specialist I	16.58
13062 - Media Specialist II	18.55
13063 - Media Specialist III	20.68
13071 - Photographer I	14.67
13072 - Photographer II	17.18
13073 - Photographer III	21.52
13074 - Photographer IV	26.05
13075 - Photographer V	29.15
13110 - Video Teleconference Technician	16.58
14000 - Information Technology Occupations	
14041 - Computer Operator I	16.72
14042 - Computer Operator II	18.71
14043 - Computer Operator III	20.86
14044 - Computer Operator IV	23.18
14045 - Computer Operator V	25.66
14071 - Computer Programmer I (1)	21.60
14072 - Computer Programmer II (1)	26.37
14073 - Computer Programmer III (1)	27.62
14074 - Computer Programmer IV (1)	27.62
14101 - Computer Systems Analyst I (1)	27.62
14102 - Computer Systems Analyst II (1)	27.62
14103 - Computer Systems Analyst III (1)	27.62

14150 - Peripheral Equipment Operator	16.72
14160 - Personal Computer Support Technician	23.18
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	34.39
15020 - Aircrew Training Devices Instructor (Rated)	42.72
15030 - Air Crew Training Devices Instructor (Pilot)	50.66
15050 - Computer Based Training Specialist / Instructor	31.26
15060 - Educational Technologist	29.09
15070 - Flight Instructor (Pilot)	50.66
15080 - Graphic Artist	24.95
15090 - Technical Instructor	23.87
15095 - Technical Instructor/Course Developer	29.19
15110 - Test Proctor	19.04
15120 - Tutor	19.04
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	8.95
16030 - Counter Attendant	8.95
16040 - Dry Cleaner	12.21
16070 - Finisher, Flatwork, Machine	8.95
16090 - Presser, Hand	8.95
16110 - Presser, Machine, Drycleaning	8.95
16130 - Presser, Machine, Shirts	8.95
16160 - Presser, Machine, Wearing Apparel, Laundry	8.95
16190 - Sewing Machine Operator	12.30
16220 - Tailor	13.01
16250 - Washer, Machine	9.81
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	18.95
19040 - Tool And Die Maker	23.05
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	17.26
21030 - Material Coordinator	21.29
21040 - Material Expediter	21.29
21050 - Material Handling Laborer	12.65
21071 - Order Filler	13.21
21080 - Production Line Worker (Food Processing)	17.28
21110 - Shipping Packer	14.46
21130 - Shipping/Receiving Clerk	14.46
21140 - Store Worker I	10.44
21150 - Stock Clerk	14.35
21210 - Tools And Parts Attendant	17.26
21410 - Warehouse Specialist	17.26
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	25.68
23021 - Aircraft Mechanic I	24.46
23022 - Aircraft Mechanic II	25.68
23023 - Aircraft Mechanic III	26.97
23040 - Aircraft Mechanic Helper	16.61
23050 - Aircraft, Painter	23.42
23060 - Aircraft Servicer	18.71
23080 - Aircraft Worker	19.90
23110 - Appliance Mechanic	20.60
23120 - Bicycle Repairer	14.43
23125 - Cable Splicer	24.98
23130 - Carpenter, Maintenance	20.36
23140 - Carpet Layer	18.70
23160 - Electrician, Maintenance	25.37
23181 - Electronics Technician Maintenance I	22.08
23182 - Electronics Technician Maintenance II	23.44

23183 - Electronics Technician Maintenance III	24.70
23260 - Fabric Worker	17.90
23290 - Fire Alarm System Mechanic	21.46
23310 - Fire Extinguisher Repairer	16.50
23311 - Fuel Distribution System Mechanic	22.81
23312 - Fuel Distribution System Operator	19.38
23370 - General Maintenance Worker	20.91
23380 - Ground Support Equipment Mechanic	24.46
23381 - Ground Support Equipment Servicer	18.71
23382 - Ground Support Equipment Worker	19.90
23391 - Gunsmith I	16.50
23392 - Gunsmith II	19.18
23393 - Gunsmith III	21.46
23410 - Heating, Ventilation And Air-Conditioning Mechanic	21.96
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	21.96
23.13	
23430 - Heavy Equipment Mechanic	21.46
23440 - Heavy Equipment Operator	21.46
23460 - Instrument Mechanic	21.46
23465 - Laboratory/Shelter Mechanic	20.36
23470 - Laborer	14.27
23510 - Locksmith	19.76
23530 - Machinery Maintenance Mechanic	21.77
23550 - Machinist, Maintenance	21.52
23580 - Maintenance Trades Helper	15.10
23591 - Metrology Technician I	21.46
23592 - Metrology Technician II	22.61
23593 - Metrology Technician III	23.72
23640 - Millwright	23.30
23710 - Office Appliance Repairer	21.00
23760 - Painter, Maintenance	20.36
23790 - Pipefitter, Maintenance	22.76
23810 - Plumber, Maintenance	20.99
23820 - Pneudraulic Systems Mechanic	21.46
23850 - Rigger	21.46
23870 - Scale Mechanic	19.18
23890 - Sheet-Metal Worker, Maintenance	21.46
23910 - Small Engine Mechanic	20.05
23931 - Telecommunications Mechanic I	25.22
23932 - Telecommunications Mechanic II	26.58
23950 - Telephone Lineman	24.43
23960 - Welder, Combination, Maintenance	21.46
23965 - Well Driller	21.46
23970 - Woodcraft Worker	21.46
23980 - Woodworker	16.50
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	11.58
24580 - Child Care Center Clerk	16.15
24610 - Chore Aide	9.58
24620 - Family Readiness And Support Services Coordinator	12.95
24630 - Homemaker	16.75
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	24.98
25040 - Sewage Plant Operator	20.23
25070 - Stationary Engineer	24.98
25190 - Ventilation Equipment Tender	17.56
25210 - Water Treatment Plant Operator	20.23
27000 - Protective Service Occupations	
27004 - Alarm Monitor	17.66

27007 - Baggage Inspector	11.51
27008 - Corrections Officer	19.83
27010 - Court Security Officer	23.26
27030 - Detection Dog Handler	17.66
27040 - Detention Officer	19.83
27070 - Firefighter	22.39
27101 - Guard I	11.51
27102 - Guard II	17.66
27131 - Police Officer I	23.94
27132 - Police Officer II	26.60
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	12.35
28042 - Carnival Equipment Repairer	13.30
28043 - Carnival Equipment Worker	8.40
28210 - Gate Attendant/Gate Tender	13.01
28310 - Lifeguard	11.59
28350 - Park Attendant (Aide)	14.56
28510 - Recreation Aide/Health Facility Attendant	10.62
28515 - Recreation Specialist	18.04
28630 - Sports Official	11.59
28690 - Swimming Pool Operator	16.85
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	20.55
29020 - Hatch Tender	20.55
29030 - Line Handler	20.55
29041 - Stevedore I	19.18
29042 - Stevedore II	21.64
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (2)	34.71
30011 - Air Traffic Control Specialist, Station (HFO) (2)	23.94
30012 - Air Traffic Control Specialist, Terminal (HFO) (2)	26.36
30021 - Archeological Technician I	17.06
30022 - Archeological Technician II	19.03
30023 - Archeological Technician III	23.76
30030 - Cartographic Technician	24.85
30040 - Civil Engineering Technician	22.19
30061 - Drafter/CAD Operator I	17.92
30062 - Drafter/CAD Operator II	20.06
30063 - Drafter/CAD Operator III	22.36
30064 - Drafter/CAD Operator IV	27.51
30081 - Engineering Technician I	20.19
30082 - Engineering Technician II	22.67
30083 - Engineering Technician III	25.37
30084 - Engineering Technician IV	31.43
30085 - Engineering Technician V	38.44
30086 - Engineering Technician VI	46.51
30090 - Environmental Technician	21.36
30210 - Laboratory Technician	22.36
30240 - Mathematical Technician	26.31
30361 - Paralegal/Legal Assistant I	20.03
30362 - Paralegal/Legal Assistant II	24.82
30363 - Paralegal/Legal Assistant III	30.35
30364 - Paralegal/Legal Assistant IV	36.73
30390 - Photo-Optics Technician	24.85
30461 - Technical Writer I	20.69
30462 - Technical Writer II	25.30
30463 - Technical Writer III	30.61
30491 - Unexploded Ordnance (UXO) Technician I	22.06
30492 - Unexploded Ordnance (UXO) Technician II	26.69

30493 - Unexploded Ordnance (UXO) Technician III	31.99
30494 - Unexploded (UXO) Safety Escort	22.06
30495 - Unexploded (UXO) Sweep Personnel	22.06
30620 - Weather Observer, Combined Upper Air Or Surface Programs (2)	22.14
30621 - Weather Observer, Senior (2)	23.98
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	11.99
31030 - Bus Driver	17.54
31043 - Driver Courier	12.71
31260 - Parking and Lot Attendant	9.06
31290 - Shuttle Bus Driver	13.89
31310 - Taxi Driver	13.98
31361 - Truckdriver, Light	13.89
31362 - Truckdriver, Medium	17.09
31363 - Truckdriver, Heavy	18.40
31364 - Truckdriver, Tractor-Trailer	18.40
99000 - Miscellaneous Occupations	
99030 - Cashier	10.03
99050 - Desk Clerk	10.45
99095 - Embalmer	21.77
99251 - Laboratory Animal Caretaker I	10.47
99252 - Laboratory Animal Caretaker II	10.85
99310 - Mortician	27.25
99410 - Pest Controller	14.54
99510 - Photofinishing Worker	11.59
99710 - Recycling Laborer	15.73
99711 - Recycling Specialist	18.72
99730 - Refuse Collector	14.01
99810 - Sales Clerk	11.87
99820 - School Crossing Guard	11.37
99830 - Survey Party Chief	19.76
99831 - Surveying Aide	12.28
99832 - Surveying Technician	18.78
99840 - Vending Machine Attendant	12.61
99841 - Vending Machine Repairer	16.37
99842 - Vending Machine Repairer Helper	12.61

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.16 per hour or \$126.40 per week or \$547.73 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor

Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as

numbered):

- 1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)
- 2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am.

If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime

(i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in

those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet.

A links to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form

1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation) and computes a proposed rate).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage rate), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report

of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

[End of Attachment J.1.1]

ATTACHMENT J.1.2

Way to Work Amendment Act of 2006

- J.1.3.1 Except as described in J.1.3.8 below, the Contractor shall comply with Title I of the Way to Work Amendment Act of 2006, effective June 8, 2006 (D.C. Law 16-118, D.C. Official Code § 2-220.01 *et seq.*) (“Living Wage Act of 2006”), for contracts for services in the amount of \$100,000 or more in a 12-month period.
- J.1.3.2 The Contractor shall pay its employees and subcontractors who perform services under the Contract no less than the current living wage published on the OCP website at www.ocp.dc.gov.
- J.1.3.3 The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to pay its employees who perform services under the Contract no less than the current living wage rate.
- J.1.3.4 The Department of Employment Services may adjust the living wage annually and the OCP will publish the current living wage rate on its website at www.ocp.dc.gov.
- J.1.3.5 The Contractor shall provide a copy of the Fact Sheet attached as J.1.3 to each employee and subcontractor who performs services under the Contract. The Contractor shall also post the Notice attached as J.1.3 in a conspicuous place in its place of business. The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to post the Notice in a conspicuous place in its place of business.
- J.1.3.6 The Contractor shall maintain its payroll records under the Contract in the regular course of business for a period of at least three (3) years from the payroll date, and shall include this requirement in its subcontracts for \$15,000 or more under the Contract.
- J.1.3.7 The payment of wages required under the Living Wage Act of 2006 shall be consistent with and subject to the provisions of D.C. Official Code § 32-1301 *et seq.*
- J.1.3.8 The requirements of the Living Wage Act of 2006 do not apply to:
- (1) Contracts or other agreements that are subject to higher wage level determinations required by federal law;
 - (2) Existing and future collective bargaining agreements, provided, that the future collective bargaining agreement results in the employee being paid n less than the established living wage;
 - (3) Contracts for electricity, telephone, water, sewer or other services provided by a regulated utility;
 - (4) Contracts for services needed immediately to prevent or respond to a disaster or eminent threat to public health or safety declared by the Mayor;

- (5) Contracts or other agreements that provide trainees with additional services including, but not limited to, case management and job readiness services; provided that the trainees do not replace employees subject to the Living Wage Act of 2006;
- (2) An employee under 22 years of age employed during a school vacation period, or enrolled as a full-time student, as defined by the respective institution, who is in high school or at an accredited institution of higher education and who works less than 25 hours per week; provided that he or she does not replace employees subject to the Living Wage Act of 2006;
- (7) Tenants of retail establishments that occupy property constructed or improv3d by receipt of government assistance from the District of Columbia; provide, that the tenant or retail establishment did not receive direct government assistance from the District;
- (8) Employees of nonprofit organizations that employ not more than 50 individuals and qualify for taxation exemption pursuant to section 501(c)(3) of the Internal Revenue Code of 1954, approved August 16, 1954 (68A Stat. 163; 26 U.S.C. § 501(c)(3);
- (9) Medicaid provider agreements for direct care services to Medicaid recipients, provide, that the direct care service is not provided through a home care agency, a community residence facility, or a group home for mentally retarded persons as those terms are defined in section 2 of the Health-Care and Community Residence Facility, Hospice, and Home Care Licensure Act of 1983, effective February 24, 1984 (D.C. Law 5-48; D.C. Official Code § 44-501); and
- (10) Contracts or other agreements between managed care organizations and the Health Care Safety Net Administration or the Medicaid Assistance Administration to provide health services.

J.1.3.9 The Mayor may exempt a contractor from the requirements of the Living Wage Act of 2006, subject to the approval of Council, in accordance with the provisions of Section 109 of the Living Wage Act of 2006.

[End of Attachment J.1.2]

ATTACHMENT J.1.3

"LIVING WAGE ACT OF 2006" NOTICE AND FACT SHEET

Title I of the Way to Work Amendment Act of 2006, effective June 8, 2006 (D.C. Law 16-118, D.C. Official Code §2-220.01 *et seq.*), as amended, ("Living Wage Act of 2006") applies to all contracts for services in the amount of \$ 100,000 or more in a 12-month period.

The Living Wage Act of 2006 requires a contractor to:

1. Pay its employees and subcontractors who perform services under the contract no less than the current living wage published on the OCP website at www.ocp.dc.gov;
2. Include in any subcontract for \$15,000 or more a provision requiring the subcontractor to pay its employees who perform services under the contract no less than the current living wage rate;
3. Provide a copy of the Living Wage Act Fact Sheet to each employee and subcontractor who performs services under the contract;
4. Post the Living Wage Act Notice in a conspicuous place in its place of business;
5. Include in any subcontract for \$15,000 or more a provision requiring the subcontractor to post the Living Wage Act Notice in a conspicuous place in its place of business;
6. Maintain its payroll records under the contract in the regular course of business for a period of at least three (3) years from the payroll date; and
7. Require its subcontractors with subcontracts for \$15,000 or more under the contract to maintain its payroll records under the contract in the regular course of business for a period of at least three (3) years from the payroll date.

THE CURRENT LIVING WAGE RATE IS \$11.75.

Starting in 2008, the Department of Employment Services may adjust the living wage annually. The OCP will publish the current living wage rate on its website at www.ocp.dc.gov.

The payment of wages required under the Living Wage Act of 2006 shall be consistent with and subject to the provisions of D.C. Official Code §32-1301 *et seq.*

The requirements of the Living Wage Act of 2006 do not apply to:

1. Contracts or other agreements that are subject to higher wage level determinations required by federal law (i.e., if a contract is subject to the Service Contract Act and certain wage rates are lower than the District's current living wage, the contractor must pay the higher of the two rates);
2. Existing and future collective bargaining agreements, provided, that the future

collective bargaining agreement results in the employee being paid no less than the established living wage;

3. Contracts for electricity, telephone, water, sewer or other services provided by a regulated utility;
4. Contracts for services needed immediately to prevent or respond to a disaster or eminent threat to public health or safety declared by the Mayor;
5. Contracts or other agreements that provide trainees with additional services including, but not limited to, case management and job readiness services; provided that the trainees do not replace employees subject to the Living Wage Act of 2006;
6. An employee under 22 years of age employed during a school vacation period, or enrolled as a full-time student, as defined by the respective institution, who is in high school or at an accredited institution of higher education and who works less than 25 hours per week; provided that he or she does not replace employees subject to the Living Wage Act of 2006;
7. Tenants or retail establishments that occupy property constructed or improved by receipt of government assistance from the District of Columbia; provided, that the tenant or retail establishment did not receive direct government assistance from the District;
8. Employees of nonprofit organizations that employ not more than 50 individuals and qualify for taxation exemption pursuant to section 501(c)(3) of the Internal Revenue Code of 1954, approved August 16, 1954 (68A Stat. 163; 26 U.S.C. § 501(c)(3);
9. Medicaid provider agreements for direct care services to Medicaid recipients, provided, that the direct care service is not provided through a home care agency, a community residence facility, or a group home for mentally retarded persons as those terms are defined in section 2 of the Health-Care and Community Residence Facility, Hospice, and Home Care Licensure Act of 1983, effective February 24, 1984 (D.C. Law 5-48; D.C. Official Code § 44-501); and
10. Contracts or other agreements between managed care organizations and the Health Care Safety Net Administration or the Medicaid Assistance Administration to provide health services.

The Mayor may exempt a contractor from the requirements of the Living Wage Act of 2006, subject to the approval of Council, in accordance with the provisions of Section 109 of the Act

[End of Attachment J.1.3]

**ATTACHMENT J.1.4
DISCLOSURE STATEMENT**

**REQUEST FOR PROPOSALS (RFP) # 08-P-BF-022
“Commercial Retail Broker and Property Management Services”**

DISCLOSURE STATEMENTS

- 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:

Washington Convention Center Board of Directors

Beverly Perry, Chairperson
Mitchell Schear, Vice Chair
Joslyn Williams, Secretary
Max Brown, Treasurer
James Abdo, Member
Natwar Gandhi, Member
Greg O'Dell, Member
Mark Michael, Member
Jay Haddock Ortiz, Member

Washington Convention Center Staff Members

Reba Pittman Walker, Chief Executive Officer and General Manager
Samuel R. Thomas, Deputy General Manager
Marlene L. Johnson, Esq., General Counsel
Reginald Smith, Esq., Deputy General; Counsel
Henry W. Mosley, CPA, Chief Financial Officer
Pia Brown, Director, of Event Management
John Collins, Director of Facility Operations
Peter Shogren, Deputy Director Facility Operations
Michael Waxer, Chief Technology Officer
Linda Erickson, Director of Sales
Lana Ostrander, Director of Public Relations & Marketing
Gerald Wilson, Director of Public Safety
Lilian Rumbaugh, Controller
Judy Banks, Director Human Resources
Jack L. Schreibman, Esq., Director, Contracts and Procurement Services
Cathy Boles, Assistant Managing Director of Development

- 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 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 the Washington Convention Center Authority Board and Staff members identified in Attachment J.1.4 to RFP #08-P-BF-022.”

Name

Date

Title

[End of Attachment J.1.4]