

**WASHINGTON STATE SCHOOL DIRECTORS' ASSOCIATION
OLYMPIA, WASHINGTON**

**REQUEST FOR PROPOSAL
RFP 2019-064**

PROJECT TITLE: WSSDA Conference Management

PROPOSAL DUE DATE: 06/21/2019

EXPECTED TIME PERIOD FOR CONTRACT: 01/01/2020 through 12/31/2022

PROPOSER ELIGIBILITY: *This procurement is open to those Proposers that satisfy the minimum proposal stated herein and that are available for work in Washington State.*

CONTENTS OF THE REQUEST FOR PROPOSAL:

- 1. Introduction**
- 2. General Information for Proposers**
- 3. Proposal Contents**
- 4. Evaluation and Award**
- 5. Exhibits**
 - A. Certifications and Assurances**
 - B. Project Budget Estimates**
 - C. Proposal Evaluation/Scoring Sheet**
 - D. Sample Personal Services Contract**
 - E. Contract Exhibit A – General Terms and Conditions**
 - F. Contract Exhibit B – Duties of Contractor**
 - G. Contract Exhibit C – Compensation & Payment Terms**

Table of Contents

| | | |
|-------------|---|-----------|
| 1 | INTRODUCTION | 3 |
| 1.1 | BACKGROUND AND PURPOSE | 3 |
| 1.2 | OBJECTIVE AND SCOPE OF WORK | 3 |
| 1.3 | MINIMUM QUALIFICATIONS | 4 |
| 1.4 | PERIOD OF PERFORMANCE | 4 |
| 1.5 | DEFINITIONS | 5 |
| 1.6 | ADA | 5 |
| 2 | GENERAL INFORMATION FOR PROPOSERS | 5 |
| 2.1 | RFP COORDINATOR | 5 |
| 2.2 | ESTIMATED SCHEDULE OF PROCUREMENT ACTIVITIES | 6 |
| 2.3 | SUBMISSION OF PROPOSALS | 6 |
| 2.4 | PROPRIETARY INFORMATION/PUBLIC DISCLOSURE | 6 |
| 2.5 | REVISIONS TO THE RFP | 7 |
| 2.6 | MINORITY & WOMEN-OWNED BUSINESS PARTICIPATION | 7 |
| 2.7 | ACCEPTANCE PERIOD | 7 |
| 2.8 | RESPONSIVENESS | 7 |
| 2.9 | MOST FAVORABLE TERMS | 8 |
| 2.10 | SAMPLE CONTRACT | 8 |
| 2.11 | COSTS TO PROPOSE | 8 |
| 2.12 | NO OBLIGATION TO CONTRACT | 8 |
| 2.13 | REJECTION OF PROPOSALS | 8 |
| 2.14 | COMMITMENT OF FUNDS | 8 |
| 2.15 | REGISTRATION, LICENSING, AND INSURANCE | 8 |
| 3 | PROPOSAL CONTENTS | 9 |
| 3.1 | LETTER OF PROPOSAL (MANDATORY) | 9 |
| 3.2 | BUSINESS INFORMATION (MANDATORY) | 9 |
| 3.3 | EXECUTIVE SUMMARY (MANDATORY) | 10 |
| 3.4 | TECHNICAL PROPOSAL (SCORED) | 10 |
| 3.5 | MANAGEMENT PROPOSAL (SCORED) | 11 |
| 3.6 | EXPERIENCE OF THE PROPOSER (SCORED) | 11 |
| 3.7 | REFERENCES (MANDATORY) | 11 |
| 3.8 | OMWBE CERTIFICATION (OPTIONAL AND NOT SCORED) | 11 |
| 3.9 | IDENTIFICATION OF PROPOSED COSTS (SCORED) | 12 |
| 3.10 | USE OF SUBCONTRACTORS | 12 |
| 3.11 | COMPUTATION | 12 |
| 4 | EVALUATION AND CONTRACT AWARD | 12 |
| 4.1 | CLARIFICATION OF PROPOSAL | 12 |
| 4.2 | EVALUATION WEIGHTING AND SCORING | 12 |
| 4.3 | ORAL PRESENTATION AND INTERVIEWS (If deemed necessary) | 12 |
| 4.4 | NOTIFICATION TO PROPOSERS | 12 |
| 4.5 | DEBRIEFING OF UNSUCCESSFUL PROPOSERS | 13 |
| 4.6 | PROTEST PROCEDURE | 13 |
| 5 | RFP EXHIBITS: | 14 |

1 INTRODUCTION

1.1 BACKGROUND AND PURPOSE

Formed in 1922, the Washington State School Directors' Association (WSSDA) is made up of all 1,477 school board members from Washington State's 295 public school districts. WSSDA's mission is to build leaders by empowering its members with tools, knowledge and skills to govern with excellence and advocate for public education .

Learn more at: <https://www.wssda.org/AboutUs/MissionVisionGoals.aspx>.

As a state agency, per chapter 28A.345 RCW, WSSDA supports its members with research-based leadership development resources, policy and legal guidance, and legislative advocacy. This work is of critical importance because school board directors build the future of public education by setting the policy, governance, and budgetary priorities for all of Washington's 295 school districts serving approximately 1.1 million students.

WSSDA is initiating this Request for Proposals (RFP) to solicit proposals from full-service conference management companies to provide overall event management of the 2020, 2021 and 2022 WSSDA Annual Conferences.

The conference takes place each November on alternating east/west sides of the Cascade Mountain Range. It is the premier educational gathering of school board members in Washington, with an average of 1,100 attendees, 70 exhibitors, three keynote speakers, numerous committee and related meetings, and 70 breakout sessions over three days, preceded by a day of early-bird workshops.

Learn more at: <https://wssda.org/Events/AnnualConference.aspx> .

1.2 OBJECTIVE AND SCOPE OF WORK

The objective of this procurement is to contract with qualified individuals and/or firms for full-service conference management of WSSDA's Annual Conference. The scope of work will include, but will not be limited to:

- Audiovisual, multimedia, and internet
- Budget management
- Communication & consultation with WSSDA committees and staff
- Conference management & meeting planning
- Event consulting and development
- Exhibit/exhibitor solicitation, negotiations, contracting, & management
- Food and beverage management
- Keynote speaker logistics
- Online registration (for both conference and exhibitors/sponsors)
- On-site staffing management
- Session (breakouts, pre-conference) surveying, scheduling, and placement
- Site and venue selection, negotiations, & contracting
- Support for student attendees and entertainment

- Speaker/proposal administration, and management
- Sponsor management
- Timeline updates and management
- Vendor and hotel selection, negotiations, contracting, & management
- Onsite support for all of the above categories

Proposers are encouraged to express their knowledge of the scope of work cited above as well as creative ideas to achieve a successful conference based on conference management experience.

Additional services or events appropriate to the original scope of this RFP, as determined by WSSDA, may be added to the resulting contract by a written amendment mutually agreed to and executed by WSSDA and the contractor.

1.3 MINIMUM QUALIFICATIONS

Minimum qualifications include:

- 1.3.1** Licensed to do business in the state of Washington or provide a commitment that it will become licensed in Washington within thirty (30) calendar days of being selected as the Apparent Successful Contractor.
- 1.3.2** Demonstrated event management experience with specific focus on work planning, status reporting, issue management, and budget management.
- 1.3.3** Demonstrated experience negotiating and managing contracts for convention and hotel space (including attrition).
- 1.3.4** Demonstrated experience recruiting and retaining exhibitors.
- 1.3.5** Experience working with Washington State agencies and familiarity with Washington State procurement requirements.
- 1.3.6** Five years' experience as a full-service conference management firm.

1.4 PERIOD OF PERFORMANCE

The period of performance of any contracts resulting from this RFP is tentatively scheduled to begin on or about **01/01/2020** and to end on **12/31/2022**.

WSSDA reserves the right to extend the contract for two one-year periods. Decisions to amend shall be based on sustained satisfactory performance as decided by WSSDA, successful completion of project objectives, and availability of funding.

WSSDA may option to renew for the following time periods:

- Scheduled to begin on or about **01/01/2023** and to end on **12/31/2023**.
- Scheduled to begin on or about **01/01/2024** and to end on **12/31/2024**.

1.5 DEFINITIONS

Definitions for the purposes of this RFP include:

Contractor Individual or company whose proposal has been accepted by WSSDA and is awarded a fully executed, written contract.

Proposer Individual, company, or firm submitting a proposal in order to attain a contract with WSSDA.

Proposal A formal offer submitted in response to this solicitation.

Request for Proposal (RFP) Formal procurement document in which services needed are identified and individuals, companies and firms are invited to provide their proposal to provide the services.

WSSDA The Washington State School Directors' Association is the agency of the state of Washington that is issuing this RFP.

School Director/School Board Directors School directors (the official title for school board members in WA) are the elected or appointed governing body for each of the state's 295 school districts. School boards set policy, mission and vision; guide budget development and approve district budgets; employ and evaluate the superintendent, and work with the school district administration and the public to support a healthy, high-quality system of public education.

1.6 ADA

WSSDA complies with the Americans with Disabilities Act (ADA). Proposers may contact the RFP Coordinator to receive reasonable accommodations to have an equal opportunity to respond to this RFP.

2 GENERAL INFORMATION FOR PROPOSERS

2.1 RFP COORDINATOR

The RFP Coordinator is the sole point of contact in WSSDA for this procurement. All communication between the Proposer and WSSDA upon receipt of this RFP shall be with the RFP Coordinator, as follows:

| | |
|------------------------|--|
| Name | Josh Collette, Business and Operations Officer |
| Mailing/Street Address | 221 College Street NE, Olympia, WA 98516 |
| Phone Number | 360-252-3012 |
| Email Address | J.Collette@wssda.org |

Any other communication will be considered unofficial and non-binding on WSSDA. Proposers are to rely on written statements issued by the RFP Coordinator. Communication directed to parties other than the RFP Coordinator regarding this procurement may result in disqualification of the Proposer.

2.2 ESTIMATED SCHEDULE OF PROCUREMENT ACTIVITIES

| | |
|--|----------------------------------|
| Issue request for proposal | 05/08/2019 |
| Question & answer period | From 05/08/2019 To 06/05/2019 |
| Issue addendum to RFP (if applicable) | 06/07/2019 |
| Proposals due | 06/21/2019 |
| Evaluate proposals | From 06/21/2019 To 07/09/2019 |
| Conduct oral interviews with finalists | From 07/15/2019 To 07/16/2019 |
| Announce "Apparent Successful Contractor" and send notification via fax or email to unsuccessful proposers | 07/22/2019 |
| Hold debriefing conferences (if requested) | From 07/24/2019 To 07/26/2019 |
| Negotiate contract | From 07/22/2019 To 08/31/2019 |
| Execute Contract | 09/01/2019 |

WSSDA reserves the right to revise the above schedule.

2.3 SUBMISSION OF PROPOSALS

Proposers must submit signed proposals to WSSDA electronically by email. The proposal is to be sent to the RFP Coordinator at the email address noted in Section 2.1. The proposal must be received no later than 12:00 p.m., Pacific Time, on June 21, 2019.

All proposals and any accompanying documentation become the property of WSSDA and will not be returned.

2.4 PROPRIETARY INFORMATION/PUBLIC DISCLOSURE

Proposals submitted in response to this competitive procurement shall become the property of WSSDA. All proposals received shall remain confidential until the contract, if any, resulting from this RFP is signed by the Executive Director of WSSDA, or his Designee, and the apparent successful Contractor; thereafter, the proposals shall be deemed public records as defined in Chapter 42.56 of the Revised Code of Washington (RCW).

Any information in the proposal that the Proposer desires to claim as proprietary and exempt from disclosure under the provisions of Chapter 42.56 RCW, or other state or federal law that provides for the nondisclosure of your document, must be clearly designated. The information

must be clearly identified and the particular exemption from disclosure upon which the Proposer is making the claim must be cited. Each page containing the information claimed to be exempt from disclosure must be clearly identified by the words "Proprietary Information" printed on the lower right hand corner of the page.

Marking the entire proposal exempt from disclosure or as "Proprietary Information" will not be honored.

If a public records request is made for the information that the Proposer has marked as "Proprietary Information" WSSDA will notify the Proposer of the request and of the date that the records will be released to the requester unless the Proposer obtains a court order enjoining that disclosure. If the Proposer fails to obtain the court order enjoining disclosure, WSSDA will release the requested information on the date specified. If a Proposer obtains a court order from a court of competent jurisdiction enjoining disclosure pursuant to Chapter 42.56 RCW, or other state or federal law that provides for nondisclosure, WSSDA shall maintain the confidentiality of the Proposer's information per the court order.

A charge will be made for copying and shipping, as outlined in RCW 42.56. No fee shall be charged for inspection of contract files, but twenty-four (24) hours' notice to the RFP Coordinator is required. All requests for information should be directed to the RFP Coordinator.

2.5 REVISIONS TO THE RFP

In the event it becomes necessary to revise any part of this RFP, addenda will be provided to all who receive the RFP.

WSSDA also reserves the right to cancel or to reissue the RFP in whole or in part, prior to execution of a contract.

2.6 MINORITY & WOMEN-OWNED BUSINESS PARTICIPATION

In accordance with the legislative findings and policies set forth in Chapter 39.19 RCW, the state of Washington encourages participation in all of its contracts by firms certified by the Office of Minority and Women's Business Enterprises (OMWBE). Participation may be either on a direct basis in response to this solicitation or on a subcontractor basis. However, no preference will be included in the evaluation of proposals, no minimum level of OMWBE participation shall be required as a condition for receiving an award and proposals will not be rejected or considered non-responsive on that basis.

2.7 ACCEPTANCE PERIOD

Proposals must provide 90 days for acceptance by WSSDA from the due date for receipt of proposals.

2.8 RESPONSIVENESS

All proposals will be reviewed by the RFP Coordinator to determine compliance with administrative requirements and instructions specified in this RFP. The Proposer is specifically notified that failure to comply with any part of the RFP may result in rejection of the proposal as non-responsive.

WSSDA also reserves the right, however, at its sole discretion to waive minor administrative irregularities.

2.9 MOST FAVORABLE TERMS

WSSDA reserves the right to make an award without further discussion of the proposal submitted. Therefore, the proposal should be submitted initially on the most favorable terms which the Proposer can propose. WSSDA reserves the right to contact a Proposer for clarification of its proposal.

The Proposer should be prepared to accept this RFP for incorporation into a contract resulting from this RFP. Contract negotiations may incorporate some or the Proposer's entire proposal. It is understood that the proposal will become a part of the official procurement file on this matter without obligation to WSSDA.

Because WSSDA proposes a flat fee structure, the most favorable terms will be determined by the proposal of the Proposer.

2.10 SAMPLE CONTRACT

The apparent successful contractor will be expected to enter into a contract, which is substantially the same as the sample contract attached as Exhibit B and the General Terms and Conditions attached as Exhibit C and incorporated by reference in the sample contract. In no event is a Proposer to submit its own standard contract terms and conditions in response to this solicitation. The Proposer may submit exceptions as allowed in the Certifications and Assurances section, Exhibit A to this solicitation. WSSDA will review requested exceptions and accept or reject the same at its sole discretion.

2.11 COSTS TO PROPOSE

WSSDA will not be liable for any costs incurred by the Proposer in preparation of a proposal submitted in response to this RFP, in conduct of a presentation, or any other activities related to responding to this RFP.

2.12 NO OBLIGATION TO CONTRACT

This RFP does not obligate the state of Washington or WSSDA to contract for services specified herein.

2.13 REJECTION OF PROPOSALS

WSSDA reserves the right at its sole discretion to reject any and all proposals received without penalty and not to issue a contract as a result of this RFP.

2.14 COMMITMENT OF FUNDS

Any contracts resulting from this RFP are subject to the availability of funds. The Executive Director of WSSDA or the Executive Director's designee are the only individuals who may legally commit WSSDA to the expenditures of funds. No cost chargeable to the proposed contract may be incurred before receipt of a fully executed contract.

2.15 REGISTRATION, LICENSING, AND INSURANCE

Registration, licensing, and insurance coverage shall be as required by State of Washington Laws, as applicable to the professional services being provided.

3 PROPOSAL CONTENTS

Proposals must be submitted electronically through email. The major sections of the proposal are to be submitted in the order noted below:

1. Letter of Proposal, including signed Certifications and Assurances (Exhibit A to this RFP).
2. Business Information; including previous contract history
3. Executive Summary
4. Technical Proposal
5. Management Proposal
6. Experience of the Proposer
7. References
8. Identification of Proposed Cost

Proposals must provide information in the same order as presented in this document with the same headings. This will not only be helpful to the evaluators of the proposal, but should assist the Proposer in preparing a thorough response.

Items in this section marked “mandatory” must be included as part of the proposal for the proposal to be considered responsive, however, these items are not scored. Items marked “scored” are those that are awarded points as part of the evaluation conducted by the evaluation team.

3.1 LETTER OF PROPOSAL (MANDATORY)

The Letter of Proposal and the attached Certifications and Assurances form (Exhibit A to this RFP) must be signed and dated by a person authorized to legally bind the Proposer to a contractual relationship, e.g., the president or executive director of a corporation, the managing partner of a partnership, or the proprietor of a sole proprietorship. Attach the Certifications and Assurances form to the Letter of Proposal.

3.2 BUSINESS INFORMATION (MANDATORY)

- A. State the name of the company, address, phone number, fax number, email address, legal status of entity (ownership) and year entity was established as it now substantially exists.
- B. Provide the firm’s Federal Employer Tax Identification number or Social Security number and the Washington Uniform Business Identification (UBI) number issued by the state of Washington Department of Revenue.
- C. Indicate how many employees are with the firm. Name the firm principles and their roles.
- D. Identify any state employees or former state employees employed by the Proposer or on the Proposer’s governing board as of the date of the proposal. Include their position and responsibilities within the Proposer’s organization. If following a review of this information, it is determined by WSSDA that a conflict of interest exists, the Proposer may be disqualified from further consideration for the award of a contract.

- E. If the Proposer's staff or subcontractor's staff was an employee of the state of Washington during the past 24 months, or is currently a Washington State employee, identify the individual by name, the agency previously or currently employed by, job title or position held, and separation date.
- F. If the Proposer has had a contract terminated for default in the last five years, describe such incident. Termination for default is defined as notice to stop performance due to the Proposer's non-performance or poor performance and the issue of performance was either (a) not litigated due to inaction on the part of the Proposer or (b) litigated and such litigation determined that the Proposer was in default.
- G. Submit full details of the terms for default, including the other party's name, address, and phone number. Present the Proposer's position on the matter. WSSDA will evaluate the facts and may, at its sole discretion, reject the proposal on the grounds of the past experience. If no such termination for default has been experienced by the Proposer in the past five years, so indicate.

3.3 EXECUTIVE SUMMARY (MANDATORY)

Include an executive summary providing a condensed overview of the contents of the Proposal demonstrating an understanding of the services to be performed.

3.4 TECHNICAL PROPOSAL (SCORED)

The Technical Proposal must contain a comprehensive description of service deliverables including the following elements:

- A. Project Approach/Methodology** – Include a complete description of the Proposer's proposed approach and methodology for the project.
- B. Work Plan** – Include all project requirements and the proposed tasks, services, activities, etc., necessary to accomplish the scope of the project defined in this RFP.
- C. Deliverables** – Fully describe deliverables to be submitted under the proposed contract.
- D. Outcomes and Performance Measurement** – Describe the impacts/outcomes the Proposer proposes to achieve as a result of the delivery of these services including how these outcomes would be monitored, measured and reported to WSSDA. Please note: Mere repetition of the Scope of Work will not be considered responsive.
- E. Risks** – Define potential risks you identify as being significant to the success of the project. Include how you propose to effectively monitor and manage these risks, including reporting of risks to WSSDA's contract manager.

This proposal must address each item listed from the scope of work (*Section 1.2 of this RFP*).

3.5 MANAGEMENT PROPOSAL (SCORED)

3.5.1 Project Management

3.5.1.1 Project Team Structure/Internal Controls – Provide a description of the proposed project team structure and internal controls to be used during the course of the project, including any subcontractors. Include who within the firm will have prime responsibility and final authority for the work.

3.5.1.2 Staff Qualifications/Experience – Identify staff, including subcontractors, who will be assigned to the potential contract, indicating the qualifications of such personnel, and include the amount of time each will be assigned to the project.

3.5.1.3 Staff Roles and Responsibilities – For the staff assigned to the potential contract identify their roles and responsibilities for the project. The Proposer must commit that staff identified in its proposal will actually perform the assigned work. Any staff substitution must have the prior approval of WSSDA.

3.6 EXPERIENCE OF THE PROPOSER (SCORED)

3.6.1 Indicate the experience the Proposer and any subcontractors have in the following areas:

3.6.1.1 Large scale state agency events

3.6.1.2 Exhibitor and sponsor development and management

3.6.1.3 Conference management

3.6.1.4 Data management

3.6.1.5 Finance management

3.6.2 Indicate other relevant experience.

3.6.3 Include a list of contracts the Proposer has had during the last five years that relate to the Proposer's ability to perform the services needed under this RFP. List contract reference numbers, contract period of performance, contact persons, telephone numbers, and email addresses.

3.7 REFERENCES (MANDATORY)

List names, addresses, telephone numbers, and email addresses of three (3) business references for the Proposer and three (3) business references for the lead staff person for whom work has been accomplished and briefly describe the type of service provided. Do not include current WSSDA staff as references. By submitting a proposal in response to this Work Request, the vendor and team members grant permission to WSSDA to contact these references and others who, from WSSDA's perspective, may have pertinent information. WSSDA may or may not, at its discretion, contact references.

3.8 OMWBE CERTIFICATION (OPTIONAL AND NOT SCORED)

Include proof of certification issued by the Washington State Office of Minority and Women's Business Enterprises (OMWBE) if certified minority-owned firm and/or women-owned firm(s) will be participating on this project.

3.9 IDENTIFICATION OF PROPOSED COSTS (SCORED)

Identify all costs in U.S. dollars including expenses to be charged for performing the services necessary to accomplish the objectives of the contract. The Proposer is to submit a fully detailed budget including staff costs and any expenses necessary to accomplish the tasks and to produce the deliverables under the contract. Proposers are required to collect and pay Washington state sales and use taxes, as applicable.

The evaluation process is designed to award this procurement not necessarily to the Proposer of least cost, but rather to the Proposer whose proposal best meets the requirements of this RFP. However, Proposers are encouraged to submit proposals that are consistent with state government efforts to conserve state resources.

3.10 USE OF SUBCONTRACTORS

Costs for subcontractors are to be broken out separately. Please note if any subcontractors are certified by the Office of Minority and Women's Business Enterprises.

3.11 COMPUTATION

The score for the identification of proposed cost will be based on a combination of the total dollar value of the bid and the perceived value of services received for that cost.

4 EVALUATION AND CONTRACT AWARD

Responsive proposals will be evaluated strictly in accordance with the requirements stated in this solicitation and any addenda issued. The evaluation of proposals shall be accomplished by an evaluation team, to be designated by WSSDA, which will determine the ranking of the proposals.

4.1 CLARIFICATION OF PROPOSAL

The RFP Coordinator may contact the Proposer for clarification of any portion of the Proposer's proposal.

4.2 EVALUATION WEIGHTING AND SCORING

The evaluation of proposals will be assigned weighting and points in accordance with Exhibit C: Proposal Scoring Sheet.

WSSDA reserves the right to award the contract to the Proposer whose proposal is deemed to be in the best interest of WSSDA.

4.3 ORAL PRESENTATION AND INTERVIEWS (If deemed necessary)

WSSDA will contact the top scoring Proposers to schedule a date, time, and location for the interview and presentation. If selected for an interview, the Proposer will receive instructions on what the process will entail.

4.4 NOTIFICATION TO PROPOSERS

Proposers whose proposals have not been selected for further negotiation or award will be notified by email.

4.5 DEBRIEFING OF UNSUCCESSFUL PROPOSERS

Upon request, a debriefing conference will be scheduled with an unsuccessful Proposer. The request for a debriefing conference must be received by the RFP Coordinator within three (3) business days after the Notification of Unsuccessful Proposer letter is emailed to the Proposer. The debriefing must be held within ten (10) business days of the request.

Discussion will be limited to a critique of the requesting Proposer's proposal. Comparisons between proposals or evaluations of the other proposals will not be allowed. Debriefing conferences may be conducted in person or on the telephone, at WSSDA's discretion, and will be scheduled for a maximum of 30 minutes.

4.6 PROTEST PROCEDURE

This procedure is available to Proposers who submitted a response to this solicitation document and who have participated in a debriefing conference. Upon completing the debriefing conference, the Proposer is allowed three (3) business days to file a protest with the RFP Coordinator. Protests may be submitted by email, but must be followed by the original document.

Proposers protesting this procurement shall follow the procedures described below. Protests that do not follow these procedures shall not be considered. This protest procedure constitutes the sole administrative remedy available to Proposers under this procurement.

All protests must be in writing and signed by the protesting party or an authorized agent. The protest must state the grounds for the protest with specific facts and complete statements of the action(s) being protested. A description of the relief or corrective action being requested should also be included. All protests shall be addressed to the RFP Coordinator.

Only protests stipulating an issue of fact concerning the following subjects shall be considered:

- A matter of bias, discrimination or conflict of interest on the part of the evaluator
- Errors in computing the score
- Non-compliance with procedures described in the procurement document or WSSDA policy

Protests not based on procedural matters will not be considered. Protests will be rejected as without merit if they address issues such as: 1) An evaluator's professional judgment on the quality of a proposal, or 2) WSSDA'S assessment of its own and/or other agencies' needs or requirements.

Upon receipt of a protest, a protest review will be held by WSSDA. The WSSDA director, or an employee delegated by the director who was not involved in the procurement, will consider the record and all available facts and issue a decision within five business days of receipt of the protest. If additional time is required, the protesting party will be notified of the delay.

In the event a protest may affect the interest of another Proposer that submitted a proposal, such Proposer will be given an opportunity to submit its views and any relevant information on the protest to the RFP Coordinator.

The final determination of the protest shall:

- Find the protest lacking in merit and uphold WSSDA's action.
- Find only technical or harmless errors in the WSSDA's acquisition process and determine WSSDA to be in substantial compliance and reject the protest.
- Find merit in the protest and provide WSSDA options which may include:
 - Correct the errors and re-evaluate all proposals
 - Reissue the solicitation document and begin a new process
 - Make other findings and determine other courses of action as appropriate

If WSSDA determines that the protest is without merit, WSSDA will enter into a contract with the apparent successful contractor. If the protest is determined to have merit, one of the alternatives noted in the preceding paragraph will be taken.

5 RFP EXHIBITS:

- Exhibit A: Certifications and Assurances
- Exhibit B: Project Budget Estimates
- Exhibit C: Proposal Evaluation/Scoring Sheet
- Exhibit D: Sample Personal Services Contract
- Exhibit E: Contract Exhibit A – General Terms and Conditions
- Exhibit F: Contract Exhibit B – Duties of Contractor
- Exhibit G: Contract Exhibit C – Compensation & Payment Terms

CERTIFICATIONS AND ASSURANCES

I make the following certifications and assurances as a required element of the proposal to which it is attached, understanding that the truthfulness of the facts affirmed here and the continuing compliance with these requirements are conditions precedent to the award or continuation of the related contract(s):

1. I/We declare that all answers and statements made in the proposal are true and correct.
2. The attached proposal is a firm offer for a period of 90 days following receipt, and it may be accepted by the WSSDA without further negotiation (except where obviously required by lack of certainty in key terms) at any time within the 90-day period.
3. In preparing this proposal, I/we have not been assisted by any current or former employee of the state of Washington whose duties relate (or did relate) to this proposal or prospective contract, and who was assisting in other than his or her official, public capacity. (Any exceptions to these assurances are described in full detail on a separate page and attached to this document.)
4. I understand that the WSSDA will not reimburse me/us for any costs incurred in the preparation of this proposal. All proposals become the property of the WSSDA, and I/we claim no proprietary right to the ideas, writings, items, or samples, unless so stated in this proposal.
5. I agree that submission of the proposal constitutes acceptance of the solicitation contents and the attached sample contract. If there are any exceptions to these terms, I have described those exceptions in detail on a page attached to this document.
6. I/We declare that registration, licensing, and insurance coverage are sufficient to meet requirements set by State of Washington Laws for the professional services being provided.
7. No attempt has been made or will be made by the Proposer to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.
8. I grant the WSSDA the right to contact references and others, who may have pertinent information regarding the Proposer's prior experience and ability to perform the services contemplated in this procurement.
9. If any staff member(s) who will perform work on this contract has retired from the State of Washington under the provisions of the 2008 Early Retirement Factors legislation, his/her name(s) is noted on a separately attached page.

Signature of Proposer

Title

Date

PROJECT BUDGET ESTIMATES

COMPENSATION:

CONTRACTOR'S compensation for services rendered for the 2020, 2021, 2022, 2023 and 2024 Annual Conferences shall be based on the following rates or in accordance with the following terms:

| Service | 2020 | 2021 | 2022 | 2023 | 2024 |
|---|------------------------------|------------------------------|------------------------------|------------------------------|------------------------------|
| Speaker/Proposed Administrative work and management | \$15,000 | \$15,000 | \$15,750 | \$15,750 | \$16,500 |
| AV, multimedia and internet | 3,000 | 3,000 | 4,000 | 4,000 | 5,000 |
| Budget management | 2,000 | 2,000 | 2,150 | 2,150 | 2,200 |
| Conference/meeting | 27,000 | 27,000 | 28,000 | 28,000 | 29,500 |
| Event consulting and development | 1,500 | 1,500 | 1,700 | 1,700 | 1,900 |
| Food and beverage management | 3,000 | 3,000 | 3,600 | 3,600 | 4,000 |
| Timeline development | 3,000 | 3,000 | 3,200 | 3,200 | 3,200 |
| On-line registration (\$15 per registrant assuming 1000 registrants) \$15,000 is used as an estimate; WSSDA pays only for exact number of registrants | 15,000 | 15,000 | 15,000 | 15,000 | 15,000 |
| Exhibit management \$3000 | 3,000 | 3,000 | 3,000 | 3,000 | 3,000 |
| On-line registration for exhibitor (\$100 per booth, assuming 55 booths) WSSDA pays only for exact number of booths sold. | 5,500 | 5,500 | 5,500 | 5,500 | 5,500 |
| Application management; subject to negotiation depending on application used and management required. | 2,000 | 2,000 | 2,100 | 2,100 | 2,200 |
| TOTAL | \$80,000 | \$80,000 | \$84,000 | \$84,000 | \$88,000 |
| Commission on first-time committed sponsor fees 10% if sponsor is secured by CONTRACTOR, 0% if sponsor is secured by WSSDA | 10% Commission | 10% Commission | 10% Commission | 10% Commission | 10% Commission |
| Returning Sponsor Management | \$200 per sponsor | \$200 per sponsor | \$200 per sponsor | \$200 per sponsor | \$200 per sponsor |
| Vendor and hotel selection 10% commission paid to CONTRACTOR by hotel from overflow hotels. No expense to WSSDA. | 10% Commission | 10% Commission | 10% Commission | 10% Commission | 10% Commission |
| 2% add-on charge | \$3,125 | \$3,175 | \$3,235 | \$3,290 | \$3,405 |
| TOTAL | Variable | Variable | Variable | Variable | Variable |

WSSDA Event Management RFQ 2019-064

Proposal Evaluation/Scoring Sheet

| | Total Score | | | Out of 230 possible points |
|---|--------------------|------------------------------|--------------------------|---|
| Name of Proposer: | | | | |
| Complete Proposal Contents | | | | Included <input checked="" type="checkbox"/> |
| 3.1 Letter of Proposal (MANDATORY BUT UNSCORED) | | | | |
| 3.2 Business Information (MANDATORY BUT UNSCORED), including | | | | |
| A. Business name (if applicable) and Proposer's name, address, contact information, email address, legal status of entity and year established | | | | |
| B. Business ID number(s), and information on employment with the State of Washington for themselves, subcontractors and employees. | | | | |
| C. Number of employees with the firm(s). Name the principles and their roles. | | | | |
| D. Identify any state employees or former state employees, if applicable | | | | |
| E. Identification of any state employment | | | | |
| F. Information about default, if applicable. | | | | |
| Exhibit A: Completed Certification & Assurance Form (MANDATORY BUT UNSCORED) | | | | |
| 3.3 Executive Summary (MANDATORY BUT UNSCORED) | | | | |
| 3.4 Technical Proposal (SCORED BELOW) | | | | |
| 3.5 Management Proposal (SCORED BELOW) | | | | |
| 3.6 Experience of Proposer (SCORED BELOW) | | | | |
| 3.7 References (MANDATORY BUT UNSCORED) | | | | |
| 3.8 Office of Minority and Women's Business Enterprises - OMWBE Certification (OPTIONAL) | | | | |
| 3.9 Identification of Proposed Costs (SCORED BELOW) | | | | |
| ALL REQUIRED ITEMS PROVIDED (YES/NO) | | | | |
| | | | | |
| 3.4 Technical Proposal (SCORED) | No evidence | Weak/limited evidence | Moderate Evidence | Strong Evidence |
| 1. Technical proposal must provides a comprehensive description of service deliverable including elements A - E; and should demonstrates the proposer's ability to provide services that meet the needs for WSSDA events. See Section 1.2 of the RFP for the scope of work. | | | | |
| A. Project Approach/Methodology | 0 | 3 | 6 | 10 |
| B. Work Plan | 0 | 3 | 6 | 10 |
| C. Deliverables | 0 | 3 | 6 | 10 |
| D. Outcomes and Performance Measurements | 0 | 3 | 6 | 10 |
| E. Risks | 0 | 3 | 6 | 10 |
| TOTAL SCORE FOR TECHNICAL PROPOSAL (OUT OF A POSSIBLE 50) = | | | | |
| Comments on Technical Proposal: | | | | |
| | | | | |
| 3.5 Management Proposal (SCORED) | No evidence | Weak/limited evidence | Moderate Evidence | Strong Evidence |
| 1. Management proposal provides clear description of the project team structure; including any subcontractors and the person with final authority for the work. | 0 | 3 | 6 | 10 |
| 2. Management proposal provides clear description of internal control activities to be used during the course of the project. | 0 | 3 | 6 | 10 |
| 3. Management proposal provides clear description of staff, including subcontractors assigned to the project. The description includes the roles, responsibilities and qualifications of the staff. | 0 | 3 | 6 | 10 |
| 4. Management proposal demonstrates an ability to effectively manage this project. | 0 | 3 | 6 | 10 |
| TOTAL SCORE FOR MANAGEMENT PROPOSAL (OUT OF A POSSIBLE 40) = | | | | |
| Comments on Management Proposal: | | | | |
| | | | | |

| 3.6 Experience of Proposers (SCORED) | No evidence | Weak/limited evidence | Moderate Evidence | Strong Evidence |
|--|--------------------|------------------------------|--------------------------|------------------------|
| 1. A comprehensive list of contracts demonstrating the Proposer's ability to perform services under this RFP. | 0 | 11 | 21 | 32 |
| 2. The Proposer, and any subcontractors, demonstrate experience in the following area: | | | | 18 |
| A. State agencies | 0 | 1 | 2 | 3 |
| B. School boards, superintendents, or school districts | 0 | 1 | 2 | 3 |
| C. Exhibitor and sponsor development and management | 0 | 1 | 2 | 3 |
| D. Conference management | 0 | 1 | 2 | 3 |
| E. Data management | 0 | 1 | 2 | 3 |
| F. Finance management | 0 | 1 | 2 | 3 |
| TOTAL SCORE FOR EXPERIENCE OF PROPOSER (OUT OF A POSSIBLE 50) = | | | | |
| Comments on Proposer Experience: | | | | |
| | | | | |
| | | | | |
| 3.9 Identification of Proposed Costs (SCORED) | Poor | Weak | Good | Excellent |
| The proposal identifies all costs of performing the services necessary to accomplish the objectives of the contract: | | | | |
| 1. Evidence of effort to conserve state funds | 0 | 3 | 6 | 10 |
| 2. Expenses | 0 | 3 | 6 | 10 |
| 3. Staffing costs | 0 | 3 | 6 | 10 |
| 4. Detailed budget | 0 | 3 | 6 | 10 |
| 5. The cost proposal meets the requirements of this RFP while conserving state resources. | 0 | 3 | 6 | 10 |
| TOTAL SCORE FOR IDENTIFICATION OF PROPOSED COSTS (OUT OF A POSSIBLE 50) = | | | | |
| Comments on Proposer Experience: | | | | |
| | | | | |
| | | | | |
| V. Oral Presentation/Interview (SCORED) | No evidence | Weak/limited evidence | Moderate Evidence | Strong Evidence |
| Commitment to a high level of professionalism and customer service | 0 | 3 | 6 | 10 |
| Demonstration of expertise in event management | 0 | 3 | 6 | 10 |
| Excellent communication skills | 0 | 3 | 6 | 10 |
| Clear description of processes and systems of event management | 0 | 3 | 6 | 10 |
| TOTAL SCORE FOR ORAL PRESENTATION/INTERVIEW (OUT OF A POSSIBLE 40) = | | | | |
| Interviewer Comments on Oral Presentation/Interview: | | | | |
| | | | | |
| | | | | |
| Overall or Additional Interviewer Comments: | | | | |
| | | | | |
| | | | | |

SAMPLE CONTRACT FOR SERVICES
Contract No. _____

between

WASHINGTON STATE SCHOOL DIRECTORS' ASSOCIATION
(hereinafter referred to as WSSDA)
221 College St. NE
Olympia, WA 98516

and

[CONTRACTOR NAME] *(Include Contractor DBA if they have one)*
(hereinafter referred to as CONTRACTOR)
[Contractor Address]

Federal Identification # - *(if applicable)*

AND/OR

Unified Business Identifier # - - *(if applicable)*

In consideration of the promises and conditions contained herein, WSSDA and CONTRACTOR do mutually agree as follows:

I. DUTIES OF THE CONTRACTOR

- A.** The general objective of this Contract is for CONTRACTOR to provide WSSDA with sole-source, full-service management of the 2020, 2021, and 2022 WSSDA Annual Conferences.
- B.** In order to accomplish the general objective of this Contract, CONTRACTOR shall perform its duties to the satisfaction of WSSDA's Director of Leadership Development, or designee.

CONTRACTOR shall perform the duties outlined in Exhibit B – Contractor Duties, and any subsequent amendments as identified in Section VI: Incorporation of Attachments and Order of Precedence.

II. DUTIES OF WSSDA

- A.** WSSDA will provide services and otherwise do all things necessary for or incidental to the performance of work, as set forth below:
- Provide one Annual Conference liaison as primary point of contact (Director of Leadership Development) and several secondary points of contact;
 - Provide initial member listing for upload into CONTRACTOR's registration system;
 - Supply and pay for any tables, signage, power, telephone lines, hard line internet access which may be required for the on-site attendee and exhibitor registration set-up;
 - Provide at least four hours for on-site registration set-up;
 - Provide badge stock, lanyards and badge-holders for CONTRACTOR pick-up and use, if necessary;
 - Provide up to five (5) double occupancy rooms at the headquarter hotel as part of the WSSDA room block. Check-in will be available the night before set-up days and check-out will be on the final day of the conference;
 - Reimburse CONTRACTOR's staff meals and parking expenses at actual cost in accordance with WSSDA Operating Policies. No alcohol will be reimbursed.
CONTRACTOR's staff will be included in the meal count for any meals provided during the conference;
 - Review and respond to conference logistics questions from CONTRACTOR within mutually agreed upon response times;

- Provide CONTRACTOR with space use and event requests no later than two months prior to conference. Changes and/or additions may be provided by WSSDA up to and through the event. However, WSSDA agrees to minimize changes after September 1 to ensure the smooth delivery of the event;
- Approve content of all tracking and request forms, email blasts, and other communications generated by CONTRACTOR prior to distribution;
- Secure keynote speakers; and
- Manage social media and event app

Exhibit A, attached and incorporated by reference hereto, contains the General Terms and Conditions governing work to be performed under this contract, the nature of the working relationship between WSSDA and the CONTRACTOR, and additional obligations of both parties.

- B.** In consideration of Contractor's satisfactory performance of the duties for the 2020, 2021, and 2022. Annual Conferences WSSDA shall compensate Contractor in accordance with terms in Attachment C – Compensation and Payment Terms.
- C.** WSSDA will pay CONTRACTOR upon receipt of properly completed invoices, which shall be submitted to the Contract Manager not more often than monthly. The invoices shall document to WSSDA'S satisfaction: 1) A description of the work performed, 2) The progress of the project, and 3) Fees. Payments shall be considered timely if made by WSSDA to CONTRACTOR within thirty (30) days after receipt of properly completed invoices. Payments are non-refundable. Payment shall be sent to the address designated by the CONTRACTOR.

WSSDA agrees to reimburse CONTRACTOR for any and all pre-approved expenses incurred during the execution of CONTRACTOR's duties under this Contract upon receipt of each year's Annual Conference final invoice.

WSSDA may, in its sole discretion, terminate the contract or withhold payments claimed by the CONTRACTOR for services rendered if the CONTRACTOR fails to satisfactorily comply with any term or condition of this contract.

III. CONDITIONS OF COMMENCEMENT OF PERFORMANCE AND SCHEDULE OF PERFORMANCE

No costs shall be incurred under this Contract until fully executed and subsequent to the termination date.

The schedule of performance of Contractor's duties is as follows:

January 1, 2020, or date of execution, whichever is later, through December 31, 2022.

IV. RENEWAL

WSSDA has the right to renew this Contract in whole or in part for two (2) successive one (1) year terms unless terminated by WSSDA prior to:

- September 2, 2022 for the 2023 Annual Conference; and/or
- September 1, 2023 for the 2024 Annual Conference.

If WSSDA provides such notice to the Contractor, the Contractor shall be obligated to enter into a contract with the same fiscal obligations as the previous Contract year, provided that WSSDA and Contractor shall negotiate any revision of additional services or goals beyond those encompassed in the previous Contract.

V. PROOF OF INSURANCE REQUIRED

- A. CONTRACTOR agrees to provide WSSDA with certificates of Industrial Insurance coverage, Commercial General Liability coverage and Automobile Insurance coverage within fifteen (15) business days of execution of this contract.
- B. CONTRACTOR agrees not to perform any duties pursuant to this contract until proof of coverage is provided to and deemed satisfactory by WSSDA. WSSDA will not provide any compensation to CONTRACTOR for duties performed under this contract prior to receipt of proof of coverage (see General Terms and Conditions).

No payments in advance or in anticipation of services or supplies to be provided under this contract shall be made by WSSDA.

VI. CONTRACT MANAGEMENT

The following shall be the contact person for all communications and billings regarding the performance of this Contract.

| [Contractor Name] | WSSDA |
|--------------------------|---|
| [Name] | Director of Leadership Development Services |
| [Title] | |
| [Address] | 221 College Street NE Olympia, WA 98516 |
| Phone: () - | Phone: () - |
| Fax: () - | Fax: (360) 252-3022 |
| Email: [Email Address] | Email: [Email Address] |

VII. INCORPORATION OF ATTACHMENTS AND ORDER OF PRECEDENCE

Each of the attachments listed below is by this reference hereby incorporated into this Contract. In the event of an inconsistency in this Contract, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable Federal and state of Washington statutes and regulations
- Special Terms and Conditions as contained in this basic contract instrument
- Attachment A – General Terms and Conditions
- Attachment B – Contractor Duties
- Attachment C – Compensation and Payment Terms
- Attachment D – Request for Proposals No. 2019-063
- Attachment E – Contractor’s Proposal
- Any other provision, term or material incorporated herein by reference or otherwise incorporated.

VIII. APPROVAL

This Contract shall be subject to the written approval of the WSSDA’s authorized representative and shall not be binding until so approved. The Contract may be altered, amended, or waived only by a written amendment executed by both parties.

We the undersigned agree to the terms of the foregoing Contract.

[Contractor Name]

WSSDA

Signature Title

Tim Garchow, Executive Director

Print Name Date

Date

Who certifies that he/she is the Contractor identified herein, OR a person duly qualified and authorized to bind the Contractor so identified to the foregoing Agreement.

Approved as to FORM ONLY
by the Assistant Attorney General

Non-profit organization? yes* no
*If yes, under what IRS section? Please attach a copy.

EXHIBIT A: GENERAL TERMS AND CONDITIONS

ACCESS TO DATA:

In compliance with RCW 39.29.080, the CONTRACTOR shall provide access to data generated under this contract to WSSDA upon request, and at no additional cost.

ADVANCE PAYMENTS PROHIBITED:

No payments in advance of or in anticipation of goods or services to be provided under this contract shall be made by WSSDA.

AMENDMENTS:

This contract may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the "ADA" 28 CFR Part 35:

The CONTRACTOR must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

ASSIGNMENT:

Neither this Contract, nor any claim arising under this Contract, shall be transferred or assigned by the CONTRACTOR without prior written consent of WSSDA.

ATTORNEYS' FEES:

In the event of litigation or other action brought to enforce contract terms, each party agrees to bear its own attorney's fees and costs.

COMMERCIAL GENERAL LIABILITY AND AUTOMOBILE INSURANCE

The CONTRACTOR shall provide insurance coverage as set out in this section (or as set forth in the Request for Proposals No. 2014-RFP001). The intent of the required insurance is to protect the state should there be any claims, suits, actions, costs, damages or expenses arising from any negligent or intentional act or omission of the CONTRACTOR or subcontractor, or agents of either, while performing under the terms of this contract.

The CONTRACTOR shall provide insurance coverage, which shall be maintained in full force and effect during the term of this Contract, as follows:

1. Commercial General Liability Insurance Policy – Provide a Commercial General Liability Insurance Policy, including contractual liability, in adequate quantity to protect against legal liability arising out of contract activity, but no less than \$1,000,000 per occurrence. Additionally, the CONTRACTOR is responsible for ensuring that any subcontractors provide adequate insurance coverage for the activities arising out of subcontracts.

2. Automobile Liability – In the event that services delivered pursuant to this contract involve the use of vehicles, either owned or unowned by the CONTRACTOR, automobile liability insurance shall be required. The minimum limit for automobile liability is \$1,000,000 per occurrence, using a Combined Single Limit for bodily injury and property damage
3. The insurance required shall be issued by an insurance company/ies authorized to do business within the state of Washington, and shall name the state of Washington, its agents and employees as additional insureds under the insurance policy/ies. All policies shall be primary to any other valid and collectable insurance. CONTRACTOR shall instruct the insurers to give WSSDA 30 days advance notice of any insurance cancellation.

CONTRACTOR shall submit to WSSDA within fifteen days of the contract effective date, a certificate of insurance which outlines the coverage and limits defined in the Insurance section. CONTRACTOR shall submit renewal certificates as appropriate during the term of the contract.

CONFIDENTIALITY / SAFEGUARDING OF INFORMATION:

The CONTRACTOR shall not use or disclose any information concerning WSSDA, or information which may be classified as confidential, for any purpose not directly connected with the administration of this contract, except with prior written consent of WSSDA, or as may be required by law.

CONFLICT OF INTEREST:

Notwithstanding any determination by the Executive Ethics Board or other tribunal, WSSDA may, in its sole discretion, by written notice to the CONTRACTOR, terminate this contract if it is found after due notice and examination by WSSDA that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW, or any similar statute involving the CONTRACTOR in the procurement of or performance under this contract.

In the event this contract is terminated as provided above, WSSDA shall be entitled to pursue the same remedies against the CONTRACTOR as it could pursue in the event of a breach of the contract by the CONTRACTOR. The rights and remedies of WSSDA provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which WSSDA makes any determination under this clause shall be an issue and may be reviewed as provided in the “Disputes” clause of this contract.

CONFORMANCE:

If any provision of this contract violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

COVENANT AGAINST CONTINGENT FEES:

The CONTRACTOR warrants that no person or selling agent has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established agents maintained by the CONTRACTOR for the purpose of securing business. WSSDA shall have the right, in the event of breach of this clause by the CONTRACTOR, to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration or recover by other means the full amount of such commission, percentage, brokerage or contingent fee.

DISPUTES:

Except as otherwise provided in this contract, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing.

1. The request for a dispute hearing must:
 - Be in writing;
 - State the disputed issue(s);
 - State the relative positions of the parties;
 - State the CONTRACTOR's name, address, and contract number; and
 - Be mailed to the other party's (respondent's) contract manager and WSSDA's Executive Director within 3 working days after the parties agree that they cannot resolve the dispute.
2. The respondent shall send a written answer to the requester's statement to both WSSDA's Executive Director and the requester within 5 working days.
3. WSSDA's Executive Director shall review the written statements and reply in writing to both parties within 10 working days. WSSDA's Executive Director may extend this period if necessary by notifying the parties.
4. The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

Nothing in this contract shall be construed to limit the parties' choice of a mutually acceptable ADR method in addition to the dispute resolution procedure outlined above.

ENTIRE AGREEMENT:

This contract represents all the terms and conditions agreed upon by the parties. No other statements or representations, written or oral, shall be deemed a part hereof.

FORCE MAJEURE:

If an act of God, war, disaster, fire, strikes, labor disputes, curtailment or disruption of transportation, facilities, civil disorder or terrorism make it impossible for the participants to continue the contract or create a significant risk to the participants' health or safety, each Party shall promptly notify the other Party of such force majeure condition and both Parties are relieved of obligations under this contract.

GOVERNING LAW:

This contract shall be construed and interpreted in accordance with federal and Washington state law, and the venue of any action brought hereunder shall be in the courts of competent subject matter jurisdiction in and for Thurston County, Washington.

INDEMNIFICATION:

To the fullest extent permitted by law, CONTRACTOR shall indemnify, defend, and hold harmless state, agencies of state and all officials, agents and employees of state, from and against all claims for injuries or death arising out of or resulting from the performance of the Contract. CONTRACTOR’s obligation to indemnify, defend, and hold harmless includes any claim by CONTRACTOR’s agents, employees, representatives, or any subcontractor or its employees. CONTRACTOR expressly agrees to indemnify, defend, and hold harmless the state for any claim arising out of or incident to CONTRACTOR’s or any subcontractor’s performance or failure to perform the Contract. CONTRACTOR’s obligation to indemnify, defend, and hold harmless the state shall not be eliminated or reduced by any actual or alleged concurrent negligence of state or its agents, agencies, employees and officials. CONTRACTOR waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless state and its agencies, officials, agents or employees.

INDUSTRIAL INSURANCE COVERAGE:

The CONTRACTOR shall comply with the provisions of Title 51 RCW, Industrial Insurance and provide proof of same to WSSDA prior to performing any work pursuant to this Agreement. If the CONTRACTOR fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, WSSDA may collect from the CONTRACTOR the full amount payable to the Industrial Insurance accident fund. WSSDA may deduct the amount owed by the CONTRACTOR to the accident fund from the amount payable to the CONTRACTOR by WSSDA under this contract, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I’s rights to collect from the CONTRACTOR.

INTELLECTUAL PROPERTY:

Unless otherwise provided, all Materials produced under this contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by WSSDA. WSSDA shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, CONTRACTOR hereby irrevocably assigns all right, title, and interest in Materials, including all intellectual property rights, to WSSDA effective from the moment of creation of such Materials. Materials means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register and the ability to transfer these rights. For Materials that are delivered under the contract, but that incorporate pre-existing materials not produced under the contract, CONTRACTOR hereby grants to WSSDA a nonexclusive, royalty-free, irrevocable license (with rights to sublicense others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The CONTRACTOR warrants and represents that CONTRACTOR has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to WSSDA.

The CONTRACTOR shall exert all reasonable effort to advise WSSDA, at the time of delivery of Materials furnished under this contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this contract. WSSDA shall receive prompt written notice of each notice or claim of infringement received by the CONTRACTOR with respect to any data delivered under this contract. WSSDA shall have the right to modify or remove any restrictive markings placed upon the data by the CONTRACTOR.

JURISDICTION:

The parties agree to submit any dispute arising out of or in connection with this contract to the exclusive jurisdiction of Thurston County, Washington.

LICENSING, ACCREDITATION, AND REGISTRATION:

The CONTRACTOR shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements/standards, necessary for the performance of this contract.

LIMITATION OF AUTHORITY:

Only WSSDA's Executive Director, or designee, by writing (delegation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Contract. Furthermore, any alteration, amendment, modification, or waiver or any clause or condition of this contract is not effective or binding unless made in writing and signed by the WSSDA's Executive Director.

NO AGENT RELATIONSHIP CREATED:

The parties intend that an independent contractor relationship will be created by this contract. The CONTRACTOR and his or her employees or agents performing under this contract are not employees or agents of WSSDA. The CONTRACTOR will not hold himself/herself out as or claim to be an officer or employee of WSSDA or of the state of Washington by reason hereof, nor will the CONTRACTOR make any claim of right, privilege or benefit which would accrue to such employee under law. WSSDA may, during the term of this Agreement, engage other independent contractors or employees to perform the same or similar work that CONTRACTOR performs under this Agreement.

NONASSIGNMENT:

Neither party to this contract may assign its interest in the contract to any other person or organization without the written consent of the other party.

NONCOMPLIANCE WITH NONDISCRIMINATION LAWS:

In the event of the CONTRACTOR's non-compliance or refusal to comply with any nondiscrimination law, regulation, or policy, this contract may be rescinded, canceled or terminated in whole or in part, and the CONTRACTOR may be declared ineligible for further contracts with WSSDA. The CONTRACTOR shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

NONDISCRIMINATION:

During the performance of this contract, the CONTRACTOR shall comply with all federal and state nondiscrimination laws, regulations and policies.

OVERPAYMENTS AND ASSERTION OF LIEN:

In the event that WSSDA establishes overpayments or erroneous payments made to the CONTRACTOR under this contract, CONTRACTOR agrees to refund these amounts to WSSDA in full within thirty (30) days.

PROJECT REASSIGNMENT:

In the event that the CONTRACTOR is unable to fulfill the requirements of this contract, in whole or in part, WSSDA will reassign the project. The CONTRACTOR will be compensated only for the work CONTRACTOR completed.

PUBLICITY:

The CONTRACTOR agrees to submit to WSSDA all advertising and publicity matters relating to this contract wherein WSSDA's name is mentioned or language used from which the connection of WSSDA's name may, in WSSDA's judgment, be inferred or implied. The CONTRACTOR agrees not to publish or use such advertising and publicity matters without the prior written consent of WSSDA.

RECORDS MAINTENANCE:

The CONTRACTOR shall maintain books, records, documents, data and other evidence relating to this contract and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract. CONTRACTOR shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the contract, shall be subject at all reasonable times to inspection, review or audit by WSSDA, personnel duly authorized by WSSDA, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement. If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

SAFEGUARDING OF INFORMATION:

The CONTRACTOR shall not use or disclose Personal Information in any manner that would constitute a violation of federal law, the Health Insurance Portability and Accountability Act of 1996 (HIPAA) or any regulations enacted or revised pursuant to the HIPAA provisions and applicable provisions of Washington State law. Personal information collected, used or acquired in connection with this contract shall be used solely for the purposes of this contract. CONTRACTOR and its subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of WSSDA or as provided by law. CONTRACTOR agrees to implement physical, electronic and managerial safeguards to prevent unauthorized access to personal information. WSSDA reserves the rights to monitor, audit or investigate the use of personal information collected, used or acquired by the CONTRACTOR through this contract. CONTRACTOR shall certify the return or destruction of all personal information upon expiration of this contract. Any breach of this provision may result in termination of the contract and the demand for return of all personal information. The CONTRACTOR agrees to indemnify and hold harmless WSSDA for any damages related to the CONTRACTOR's unauthorized use of personal information.

SEVERABILITY:

The provisions of this contract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the contract.

SITE SECURITY

While on WSSDA premises, CONTRACTOR, its agents, employees, or subcontractors shall conform in all respects with physical, fire or other security policies or regulations.

SUBCONTRACTING:

Neither the CONTRACTOR nor any Subcontractor shall enter into subcontracts for any of the work contemplated under this contract without obtaining prior written approval of WSSDA. In no event shall the existence of the subcontract operate to release or reduce the liability of the CONTRACTOR to WSSDA for any breach in the performance of the CONTRACTOR's duties. This clause does not include contracts of employment between the CONTRACTOR and personnel assigned to work under this contract. Additionally, the CONTRACTOR is responsible for ensuring that all terms, conditions, assurances and certifications set forth in this agreement are carried forward to any subcontracts. CONTRACTOR and its subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of WSSDA or as provided by law.

TAXES:

All payments accrued on account of payroll taxes, unemployment contributions, any other taxes, insurance or other expenses for the CONTRACTOR or its staff shall be the sole responsibility of the CONTRACTOR.

TERMINATION FOR CAUSE:

Time is of the essence with respect to CONTRACTOR's responsibilities under this contract and any failure or delay by CONTRACTOR in meeting the provisions set forth herein will harm WSSDA. Therefore, the Parties agree that if CONTRACTOR fails to perform any substantial contractual obligation, as determined by WSSDA in its discretion, WSSDA shall give CONTRACTOR written notice of its failure to perform, and may withhold all monies due and payable to the CONTRACTOR until such failure to perform is cured or otherwise resolved. If CONTRACTOR fails to cure its failure to perform within ten (10) calendar days from the date of the written notice, or within such other period as the parties may agree to in writing, WSSDA may declare CONTRACTOR in default of the Contract, terminate the contract and hire a replacement contractor to complete CONTRACTOR's duties.

Upon termination of this contract, WSSDA, in addition to any other rights provided in this contract, may require the CONTRACTOR to deliver to WSSDA any property specifically produced or acquired for the performance of such part of this contract as has been terminated, The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

The rights and remedies of WSSDA provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract

After receipt of a notice of termination, and except as otherwise directed by WSSDA's Executive Director, the CONTRACTOR shall:

1. Stop work under the contract on the date, and to the extent specified, in the notice;
2. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract that is not terminated;
3. Assign to WSSDA, in the manner, at the times, and to the extent directed by WSSDA's Executive Director, all of the rights, title, and interest of the CONTRACTOR under the orders and subcontracts so terminated, in which case WSSDA has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
4. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of WSSDA's Executive Director to the extent they may require, which approval or ratification shall be final for all the purposes of this clause;
5. Transfer title to WSSDA and deliver in the manner, at the times, and to the extent directed by WSSDA's Executive Director any property which, if the contract had been completed, would have been required to be furnished to WSSDA;
6. Complete performance of such part of the work as shall not have been terminated by WSSDA's Executive Director; and
7. Take such action as may be necessary, or as WSSDA's Executive Director may direct, for the protection and preservation of the property related to this contract which is in the possession of the CONTRACTOR and in which WSSDA has or may acquire an interest.

TREATMENT OF ASSETS:

- A. Title to all property furnished by WSSDA shall remain in WSSDA. Title to all property furnished by the CONTRACTOR, for the cost of which the CONTRACTOR is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in WSSDA upon delivery of such property by the CONTRACTOR. Title to other property, the cost of which is reimbursable to the CONTRACTOR under this contract, shall pass to and vest in WSSDA upon (i) issuance for use of such property in the performance of this contract, or (ii) commencement of use of such property in the performance of this contract, or (iii) reimbursement of the cost thereof by WSSDA in whole or in part, whichever first occurs.
- B. Any property of WSSDA furnished to the CONTRACTOR shall, unless otherwise provided herein or approved by WSSDA, be used only for the performance of this contract.
- C. The CONTRACTOR shall be responsible for any loss or damage to property of WSSDA which results from the negligence of the CONTRACTOR or which results from the failure on the part of the CONTRACTOR to maintain and administer that property in accordance with sound management practices.

- D. If any WSSDA property is lost, destroyed or damaged, the CONTRACTOR shall immediately notify WSSDA and shall take all reasonable steps to protect the property from further damage.
- E. The CONTRACTOR shall surrender to WSSDA all property of WSSDA prior to settlement upon completion, termination or cancellation of this contract.
- F. All reference to the CONTRACTOR under this clause shall also include CONTRACTOR's employees, agents or Subcontractors.

WAIVER:

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this contract unless stated to be such in writing and signed by authorized representative of WSSDA.

DRAFT

EXHIBIT B: DUTIES OF CONTRACTOR:

The CONTRACTOR will provide services, and otherwise do all things necessary for or incidental to the performance of work as set forth below:

General Conference Management:

1. Act in the best interests of WSSDA in any and all ways possible and make all efforts to represent WSSDA in a professional manner;
2. Maintain necessary and frequent contact with WSSDA staff and provide weekly to monthly updates, as needed, regarding conference planning progress;
3. Promptly respond to all correspondence;
4. Review and provide input for all conference communications, including website content, e-mail blasts, and the conference program;
5. Participate in post-conference discussions to ensure future success of WSSDA Annual Conferences, regardless of whether CONTRACTOR is contracted to provide services thereafter
6. Conduct all financial processes in accordance with WSSDA finance department processes
7. Provide weekly reports of all financial activity and a monthly report on the last business day of each month to the WSSDA finance department;
8. Review final bills for accuracy;
9. Ensure payments made for event activities that are mailed directly to CONTRACTOR are made payable to WSSDA and kept in a secure place while in the possession of CONTRACTOR;
10. Provide prior notice to the WSSDA Business Manager of any and all mailings of payments, including a breakdown of the enclosed checks by date, payer and amount and ensure secure transfer of payments to WSSDA; and
11. Inform WSSDA of any attendee requests for accommodations under the Americans with Disabilities Act (ADA) for contracted WSSDA event(s) and work with WSSDA and vendors to accommodate the requests.

Registration:

1. Provide and manage a customizable, online registration platform in a format:
 - a. Compatible with WSSDA financial and member management systems
 - b. Equipped to handle registration inquiries and changes from registrants
2. Provide financial tracking and reporting on registrations and hotel reservations;
3. Manage on-site registration;
4. Provide detailed registration reports for WSSDA's review;
5. Provide up to three (3) email marketing blasts with topics to be determined by WSSDA

6. Assemble registration packets and materials prior to conference using materials provided/approved by WSSDA and exhibitors/sponsors;
7. WSSDA reserves the right to provide its own registration system for any and all Annual Conferences subject to this Contract beginning with the 2021 conference, at its discretion and upon timely written notice to CONTRACTOR. For purposes of this provision, "timely written notice" mean:
 - a. 2021 conference - by September 1, 2020;
 - b. 2022 conference - by September 1, 2021;
 - c. 2023 conference - by September 2, 2022
 - d. 2024 conference - by September 21, 2023

WSSDA will not be obligated to pay CONTRACTOR for this service and related processes if WSSDA elects to use its own registration system and provides timely written notice as listed above for each conference.

Meeting Management:

1. Work directly with WSSDA's main point of contact for the WSSDA Annual Conference, except as indicated above in General Conference Management in regard to ADA accommodations;
2. Co-develop and manage with WSSDA a project timeline for each conference;
3. Coordinate and manage all conference logistics related to the venue including, but not limited to, food and beverage, room sets, parking; and special needs of attendees not related to ADA accommodations;
4. Manage lanyards, tickets, badges and other registration materials;
5. Maintain a record of registrants who do not claim their materials;
6. Manage onsite setup of all non-registration areas;
7. Manage conference and related activities including, but not limited to, room checks, event oversight, setup confirmation, vendor logistics, setup and departure logistics;
8. Manage all workshops, breakout sessions, and special events including, but not limited to, general sessions, Delegate Assembly, President's Awards and Reception, meetings, and entertainment groups; and manage special event logistics including, but not limited to, meal function, AV requirements, parking and arrival, both in pre-planning and onsite;
9. Coordinate with WSSDA to manage and confirm the VIP/staff housing list;
10. Coordinate with WSSDA to identify and negotiate contracts with overflow hotels;
11. Ensure accuracy of event orders;
12. Work with visitors' bureaus to manage hotel room pick-up, and apprise WSSDA of any potential attrition risk;
13. Provide information to WSSDA for website content and links regarding conference registration and housing;
14. Create online registration and housing forms and provide link to insert on the WSSDA website;
15. Provide input to WSSDA regarding online content and messaging about Annual Conference;
16. Manage conference signage (as created by WSSDA);
17. Manage logistics for session materials and AV to be in rooms;
18. Manage shuttle transportation for offsite sessions;

19. Manage AV providers, equipment requests and set-up and tear-down of any WSSDA-provided AV;
20. Application management; and
21. Management of returning sponsors.

Speaker and Conference Agenda Management:

1. Provide and manage a customizable, online presenter and session management system in a format compatible with WSSDA financial and member management systems;
2. Review all speaker and session content for accuracy and alignment with WSSDA guidelines;
3. Provide program, speaker and content downloads formatted for WSSDA's use throughout the year including a final download post-conference;
4. Provide program/schedule information to allow WSSDA to create a printed program;
5. Manage all logistics for presenters, both in pre-planning and on-site;
6. Manage call for presenters process including, but not limited to, online proposal submissions, session rating survey, support at Annual Conference Advisory Committee meetings to select sessions, and acceptance notifications;
7. Provide grid of session rooms and times for WSSDA review;
8. Survey registrants to identify session interest and use results to modify room assignments as needed; and
9. Manage keynote speaker logistics.

Exhibitor Management:

1. Manage registration for all exhibitors;
2. Recruit exhibitors. CONTRACTOR will receive a commission of \$100 per exhibitor booth per Annual Conference. WSSDA will pay this commission only for the actual number of exhibit booths secured.
3. Coordinate exhibit booth placement, hall management and design, AV, set-up and tear-down;
4. Provide online registration platform and services for exhibitors in a format compatible with WSSDA financial and member management systems, including an interactive booth map;
5. Provide online payment processing and financial reporting. Mail all checks to WSSDA weekly;
6. Coordinate with contracted decorator;
7. Send exhibitor information kits;
8. Pre-print exhibitor badges;
9. Provide on-site exhibitor registration station with printer;
10. Provide dedicated technology to handle all exhibitor questions and inquiries; act as point of contact; and
11. Collect payment from exhibitors that are on the account at least thirty (30) days prior to conference. Collect payment immediately from any exhibitor sold a booth within thirty days of conference. Under no circumstances will CONTRACTOR allow a booth to be issued to a vendor that has not paid. CONTRACTOR will promptly forward all proceeds from exhibit sales to WSSDA. CONTRACTOR is solely responsible for the payment of all receivables on the account owed to WSSDA.

Sponsor Management:

1. Recruit sponsors. CONTRACTOR will receive a commission of 10% of committed sponsor fees for each new sponsor directly secured by CONTRACTOR for the first WSSDA Annual Conference in which the sponsor participates. CONTRACTOR will receive no commission for returning sponsors in subsequent conferences. CONTRACTOR will receive no commission if WSSDA secures the sponsor;
2. Manage sponsors. CONTRACTOR will receive a management fee of \$200 per sponsorship. Management, for purposes of this contract, includes but is not limited to, working with sponsors to obtain materials, logos and other program-related items and to ensure timely delivery of same;
3. Provide online payment processing and financial reporting. Mail all checks to WSSDA weekly; and
4. Provide dedicated technology to handle sponsor questions and inquiries; act as point of contact.

Convention Center and Hotel Site Selection, and Room Block Management:

1. Develop and manage Request for Proposals to select conference venues;
2. Develop and manage Request for Proposals to select primary and overflow conference hotels;
3. Provide recommendations to WSSDA regarding appropriate sites and rates;
4. Act as consulting agent for WSSDA on contract review. Negotiate best rates and amenities on WSSDA's behalf and provide all proposed contracts for WSSDA's signature;
5. Coordinate and participate in one on-site visit with WSSDA staff to contracted hotel;
6. Manage executed contracts on WSSDA's behalf to ensure compliance;
7. Manage hotel room blocks in an effort to protect WSSDA from attrition. In the event WSSDA incurs attrition liability at any hotel(s) from which CONTRACTOR received a commission for that year's conference, CONTRACTOR agrees to pay the hotel the lesser amount of 50% of WSSDA's attrition costs or 50% of the commission CONTRACTOR received.

Vendor Selection and Management:

1. On behalf of WSSDA, develop and manage Requests for Proposals and/or selection process for vendors required for each conference, including, but not limited to: AV, decorator, catering, shuttle service, book store; Provide WSSDA with recommendations regarding best selections and rates;
2. Negotiate best rates possible to achieve the best service on WSSDA's behalf;
3. Provide proposed contracts for WSSDA signature; and
4. Manage executed contracts to ensure all parties' compliance with terms.

EXHIBIT C: COMPENSATION AND PAYMENT TERMS

COMPENSATION:

CONTRACTOR'S compensation for services rendered for the 2020, 2021, 2022, 2023 and 2024 Annual Conferences shall be based on the following rates or in accordance with the following terms:

| Service | 2020 | 2021 | 2022 | 2023 | 2024 |
|---|------------|------------|------------|------------|------------|
| Speaker/Proposed Administrative work and management | TBD | TBD | TBD | TBD | TBD |
| AV, multimedia and internet | TBD | TBD | TBD | TBD | TBD |
| Budget management | TBD | TBD | TBD | TBD | TBD |
| Conference/meeting | TBD | TBD | TBD | TBD | TBD |
| Event consulting and development | TBD | TBD | TBD | TBD | TBD |
| Food and beverage management | TBD | TBD | TBD | TBD | TBD |
| Timeline development | TBD | TBD | TBD | TBD | TBD |
| On-line registration (TBD per registrant assuming 1000 registrants) <i>WSSDA TBD pays only for exact number of registrants</i> | TBD | TBD | TBD | TBD | TBD |
| Exhibit management TBD | TBD | TBD | TBD | TBD | TBD |
| On-line registration for exhibitor (TBD per booth, assuming 55 booths) <i>WSSDA pays only for exact number of booths sold.</i> | TBD | TBD | TBD | TBD | TBD |
| Application management; <i>subject to negotiation depending on application used and management required.</i> | TBD | TBD | TBD | TBD | TBD |
| TOTAL | TBD | TBD | TBD | TBD | TBD |
| Commission on first-time committed sponsor fees <i>10% if sponsor is secured by CONTRACTOR, 0% if sponsor is secured by WSSDA</i> | TBD | TBD | TBD | TBD | TBD |
| Returning Sponsor Management | TBD | TBD | TBD | TBD | TBD |
| Vendor and hotel selection <i>10% commission paid to CONTRACTOR by hotel from overflow hotels. No expense to WSSDA.</i> | TBD | TBD | TBD | TBD | TBD |
| 2% add-on charge | TBD | TBD | TBD | TBD | TBD |
| TOTAL | TBD | TBD | TBD | TBD | TBD |

PAYMENT TERMS:

The parties agree that payments are due according to the following schedule, subject to all other contract provisions

| | 2020 | 2021 | 2022 | 2023 | 2024 |
|----------------------------------|-------------|-------------|-------------|-------------|-------------|
| October 1st of the previous year | TBD | TBD | TBD | TBD | TBD |
| January 2nd | TBD | TBD | TBD | TBD | TBD |
| February 1st | TBD | TBD | TBD | TBD | TBD |
| May 1st | TBD | TBD | TBD | TBD | TBD |
| August 1st | TBD | TBD | TBD | TBD | TBD |
| Final Invoice | TBD * | TBD * | TBD * | TBD * | TBD * |
| + 2% add-on Charge | TBD | TBD | TBD | TBD | TBD |
| Travel Allowance | TBD | TBD | TBD | TBD | TBD |
| | TBD | TBD | TBD | TBD | TBD |

* This amount reflects the remaining contract balance plus any additional registrations, exhibitors (actual booth sales), commissions, or other expenses pre-approved by WSSDA and subsequently incurred by CONTRACTOR during the execution of its duties pursuant to this Contract.