

SOLICITATION, OFFER, AND AWARD

1. Caption MPD Promotional Process Test & Assessment		Page of Pages 1 / 71	
2. Contract Number	3. Solicitation Number DCFA-2010-R-1207	4. Type of Solicitation <input type="checkbox"/> Sealed Bid (IFB) <input checked="" type="checkbox"/> Sealed Proposals (RFP) <input type="checkbox"/> Sole Source <input type="checkbox"/> Human Care Agreements <input type="checkbox"/> Emergency	5. Date Issued 8/23/2010
		6. Type of Market <input checked="" type="checkbox"/> Open <input type="checkbox"/> Set Aside <input type="checkbox"/> Open with Sub-Contracting Set Aside	

7. Issued By: Office of Contracting and Procurement Goods Commodity Group 441 4th Street NW, Suite 700S Washington, DC 20001	8. Address Offer to: Office of Contracting and Procurement Crystal Farmer-Linder 441 4th Street NW, Suite 703 South Washington, DC 20001
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SOLICITATION

9. Sealed offers in original and 5 copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if hand carried to the bid counter located at 441 4th Street NW, Suite 703 South, Washington, DC 2001 until 2:00: PM local time 23-Sep-10 (Hour) (Date)

CAUTION: Late Submissions, Modifications and Withdrawals: See 27 DCMR chapters 15 & 16 as applicable. All offers are subject to all terms & conditions contained in this solicitation.

10. For Information Contact	A. Name Crystal Farmer-Linder	B. Telephone (Area Code) 202 (Number) 724-4959 (Ext)	C. E-mail Address crystal.farmer-linder@dc.gov
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OFFER

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified herein.

13. Discount for Prompt Payment 10 Calendar days % 20 Calendar days % 30 Calendar days % _____ Calendar days %

14. Acknowledgement of Amendments (The offeror acknowledges receipt of amendments to the SOLICITATION):	Amendment Number	Date	Amendment Number	Date

15A. Name and Address of Offeror	16. Name and Title of Person Authorized to Sign Offer/Contract		
15B. Telephone (Area Code) (Number) (Ext)	15 C. Check if remittance address is different from above - Refer to Section G <input type="checkbox"/>	17. Signature	18. Offer Date

AWARD (TO BE COMPLETED BY GOVERNMENT)

19. Accepted as to Items Numbered	20. Amount	21. Accounting and Appropriation
22. Name of Contracting Officer (Type or Print)	23. Signature of Contracting Officer (District of Columbia)	24. Award Date

SECTION B
CONTRACT TYPE, SUPPLIES OR SERVICES AND PRICE/COST

B.1 INTRODUCTION

The District of Columbia, Office of Contracting and Procurement (OCP), on behalf of the Metropolitan Police Department (MPD) is seeking a Contractor to design written multiple-choice promotional tests for sworn supervisory and mid-level management positions and video-administered selection assessments for sworn investigative personnel.

B.2 The District contemplates award of a firm fixed price contract.

B.3 PRICE SCHEDULE**B.3.1 Base Period**

CLIN	Item Description	Total Price
0001	Written multiple-choice promotional tests as described in C.3.1	\$ _____

B.3.2 Option Period 1

CLIN	Item Description	Total Price
1001	Written multiple-choice promotional tests as described in C.3.1	\$ _____
1002	Video-administered selection assessments as described in C.3.2	\$ _____

B.3.3 Option Period 2

CLIN	Item Description	Total Price
2001	Written multiple-choice promotional tests as described in C.3.1	\$ _____
2002	Video-administered selection assessments as described in C.3.2	\$ _____

B.3.4 Option Period 3

CLIN	Item Description	Total Price
3001	Written multiple-choice promotional tests as described in C.3.1	\$ _____
3002	Video-administered selection assessments as described in C.3.2	\$ _____

B.3.5 Option Period 4

CLIN	Item Description	Total Price
4001	Written multiple-choice promotional tests as described in C.3.1	\$ _____
4002	Video-administered selection assessments as described in C.3.2	\$ _____

B.4 An offeror responding to this solicitation must submit with its proposal, a notarized statement detailing any subcontracting plan required by law. Proposals responding to this RFP shall be deemed nonresponsive and shall be rejected if the offeror fails to submit a subcontracting plan that is required by law. For contracts in excess of \$250,000, at least 35% of the dollar volume of the contract shall be subcontracted in accordance with section H.9.1.

SECTION C SPECIFICATIONS/WORK STATEMENT

C.1 SCOPE

The District of Columbia Office of Contracting and Procurement (OCP) on behalf of the Metropolitan Police Department (MPD) seeks a Contractor to develop three (3) job knowledge multiple-choice examinations, one for promotion from the rank of Officer to Sergeant, the second for promotion from the rank of Sergeant to Lieutenant, and the third for promotion from the rank of Lieutenant to Captain; based on existing job analysis data and the development of video administered assessment exercises for promotion within the investigative personnel career track.

C.1.1 APPLICABLE DOCUMENTS

The following documents are applicable to this procurement and are hereby incorporated by this reference.

Item No.	Document Type	Title	Date/Version
1	Guidelines	Uniform Guidelines on Employee Selection Procedures http://www.uniformguidelines.com/uniguideprint.html	1978
2	Guidelines	Principals for the Validation and Use of Personnel Selection Procedures, 4 th Edition http://www.siop.org/_Principles/principles.pdf	2003
3	Guidelines	Guidelines and Ethical Considerations for Assessment Center Operations http://www.assessmentcenters.org/pdf/00guidelines.pdf	2000
4	Book	Standards for Educational and Psychological Testing http://www.apa.org/science/programs/testing/standards.aspx	1999

C.1.2 DEFINITIONS

The following terms when used have the following meanings:

- C.1.2.1 Video-administered assessment exercises** - pre-recorded scenarios and follow-up questions or "mini-scenarios," which can be administered solely via video format and for test administration purposes are both television and computer compatible.
- C.1.2.2 Investigative personnel** - Metropolitan Police Department's investigations Investigator (entry-level training position), Detective Grade Two (full service investigative position), and Detective Grade One (senior detective position).
- C.1.2.3 Scenarios** - short vignettes which are based on a real-life experience or are developed from an imagined situation that resembles real life. Scenarios focus on important job

related situations while providing key information about the aspects and players or subjects of the situations.

C.1.2.4 Structured questions – standardized questions related to each of the scenarios described in C.1.2.3. Questions should be standardized so that each candidate taking a particular test shall receive the same questions in an identical order so that responses can be gathered and measured within the same context.

C.1.2.5 Source materials - materials relevant to the MPD which all internal candidates for promotion should know and have access to such as General Orders, Special Orders, Standard Operating Procedures, D.C. Criminal Code, criminal procedures texts, and law enforcement management texts.

C.1.2.6 Distractors – a set of wrong response options similar to the one (1) correct response; each wrong response could plausibly be correct, but is not.

C.2 BACKGROUND

C.2.1 Mission

C.2.1.1 It is the mission of the Metropolitan Police Department (MPD) to safeguard the District of Columbia and protect its residents and visitors by providing the highest quality of police service with integrity, compassion, and a commitment to innovation that integrates people, technology and progressive business systems. MPD is one of the ten largest local police agencies in the United States. The MPD is the primary law enforcement agency for the District of Columbia which has an estimated population of 600,000. The MPD has approximately 4,000 sworn officers.

C.2.1.2 Every other year, based upon the needs of the Department, sworn members are invited to apply for promotion from Officer to Sergeant; Sergeant to Lieutenant, and Lieutenant to Captain. On the alternate years, either police officers are invited to apply for Investigator positions or Detectives Grade Two are invited to apply for senior grade detective, that is, Detective Grade One positions.

C.2.1.3 PROMOTIONAL PROCESS AND ASSESSMENT TOOLS

C.2.1.3.1 Historical

Historically, job knowledge multiple-choice examinations have been utilized by the Department to determine which candidates are the best qualified to participate in an internally prepared promotional assessment center process for promotion to the ranks of Sergeant, Lieutenant, and Captain. In the past, a separate written multiple-choice examination has been prepared and administered as a selection tool for promotion to each respective rank. The Department wishes to maintain its use of multiple-choice examinations as the initial assessment tool for determining the best qualified members to participate in subsequent Sergeant, Lieutenant, and Captain assessment center exercises.

C.2.1.3.2 The written tests will be administered to all eligible candidates who apply for Sergeant, Lieutenant, and Captain. Typical applicant numbers are 1500 for Sergeant, 350 for Lieutenant, and 100 for Captain. The top ranked 100 Officers, 50 Sergeants, and 30 Lieutenants respectively are typically selected to proceed to the second component, the assessment center process.

C.2.1.3.3 Structured, scenario-based panel interviews have been utilized in the past for selection processes for Investigator and Detective Grade One positions. Typically, candidates are given written materials to review at their leisure in order to prepare for an oral presentation for a three-member assessment panel. Following the preparation period, the candidates are given a set time period within which to present their recommendations orally to the assessment panel. The candidates are evaluated immediately thereafter based on the written notes of the panel members and written scoring protocols. All candidates also participate in an additional separate exercise that evaluates their written communication skills (e.g., preparation of investigative documents).

C.2.1.3.4 OBJECTIVE

In addition to traditional multiple-choice examinations, the Department wishes to incorporate video-based technology/methodology in the interview exercise component of the investigative personnel selection processes. Specifically, the Department is interested in obtaining pre-recorded video-based scenarios to be shown to candidates for the elicitation of oral and/or written responses.

C.3 REQUIREMENTS

C.3.1 JOB KNOWLEDGE MULTIPLE CHOICE EXAMINATIONS

1. Officer to Sergeant;
2. Sergeant to Lieutenant; and
3. Lieutenant to Captain; or

C.3.1.1 JOB KNOWLEDGE MULTIPLE-CHOICE EXAMINATION GUIDELINES

The Contractor shall develop and provide each of the job knowledge multiple-choice examinations in accordance with the following guidelines:

- a. Each examination shall consist of one hundred (100) separate multiple-choice items numbered sequentially.
- b. Each examination item shall test a single knowledge area and be based upon the job analysis data which will be provided to the Contractor.

- c. All examination items shall be certified by the Contractor as original (or customized) items. The examination items shall not have appeared on other examinations prepared by the Contractor and shall not be part of an item bank owned by the Contractor or other public or private entity.
- d. Written examination items may appear on the examinations for more than one (1) rank (for example, both the Sergeant and Lieutenant Examination) but the overlap shall be no more than five percent (5%) of each affected examination.
- e. The examination items shall avoid the use of sexist language, as well as racial/ethnic group and gender stereotyping.
- f. The examination items shall avoid the use of pronouns "it", "he", "she", and "you" unless needed to clarify the statement.
- g. The content of each of the examination items shall not be dependent upon other examination items in the test, in other words, if a test taker responds to a question, his/her response should be independent from his/her responses to successive items.
- h. The examination items shall utilize the question form and the incomplete question form.
- i. The items may take the correct answer and best answer forms.
- j. Each multiple-choice item shall consist of an item stem (problem-statement) which presents a problem/situation and a set of four alternative solutions to the problem. The alternatives shall consist of one (1) correct answer and three (3) incorrect answers (i.e., dsistractors). The alternatives shall be lettered "A", "B", "C", and "D".
- k. All four responses, (i.e., one (1) correct answer and three (3) incorrect answers) should:
 - i. be grammatically related to the item stem;
 - ii. avoid using absolute terms in the responses such as "all, none, never, and always" as well as less definite terms, "generally" and "often";
 - iii. avoid use of "none of the above", "all of the above". "1 or 2" in the response and items phrased in the negative and items using "all of the above" or "none of the above" as an answer choice should constitute fewer than five percent (5%) of the items on each test;
 - iv. avoid overlapping responses such as ranges of numbers;
 - v. be placed in logical, numerical order or descending length;

- vi. be similar in length to the distracter responses;
- vii. not clue test-wise candidates as to the correct response. The following are examples of what to avoid:
 - i. grammatical cues that often occur when distractors don't follow grammatically from the stem. Each response should read grammatically from the stem;
 - ii. long correct responses. For example, the correct response should not be longer, more specific and more complete than the other options;
 - iii. repeating words. For example, a word or phrase should not be included in both the stem and the correct response; and
 - iv. the convergence strategy which occurs when the correct answer includes the most elements in common with other options. In other words, the correct response is the option that has the most in common with other response options.
- l. The correct answer for each examination item shall be based upon information contained in source materials provided to the Contractor. Note: while distractors based upon the specified sources are preferred; the distractors may also be based upon the recommendations of subject matter experts.
- m. In the final assembled examination, the correct answer shall appear in each alternative position approximately the same number of times and the position of the correct answer shall be randomly assigned across the set of items.
- n. There shall be no separately timed parts or sections in the examinations. Candidates will be given the latitude to divide the allotted time among items as they desire. Note: Although no section shall be separately timed, directions for each sub-section shall appear at the top of each page, where necessary, designating a new sub-section.
- o. The required total testing time for any of the examinations shall not exceed three (3) hours.
- p. The master copies of the multiple-choice examinations shall consist of:
 - i. a cover sheet, each rank distinguished with a different color as described in H.10.1;
 - ii. general directions for responding to the items;
 - iii. the test items. (Note: the items may be printed on both sides of the pages.)

- iv. sequential numbering of test booklets to ensure the proper number of tests is delivered to the MPD and can be tracked throughout the testing process.
- q. Exact quantities for printing and delivery will be provided to the Contractor by the MPD post-application and prior to printing. Estimated numbers are as follows:
 - i. Approximately one thousand five hundred (1,500) copies of the Sergeant multiple-choice examination shall be required.
 - ii. Approximately three hundred fifty (350) copies of the Lieutenant multiple-choice examination shall be required.
 - iii. Approximately one hundred fifty (150) copies of the Captain multiple-choice examination shall be required.

C.3.1.2 JOB KNOWLEDGE MULTIPLE-CHOICE EXAMINATIONS – VERIFICATION

The Contractor shall ensure the following actions are taken and that there is verification:

- a. of the page sequence of each examination booklet;
- b. so that each examination booklet is uniquely and sequentially numbered;
- c. of the number of copies of examination booklets which shall be provided by MPD to the Contractor thirty (30) days prior to the date of the expected shipment;
- d. of the secured transportation of the examination materials by the Contractor to the identified MPD storage site located in Washington, D.C. on the date designated by the Metropolitan Police Department's Chief of Police, or his/her designee, according to the security procedures outlined in H.10.2.; and
- e. of a provision of the scoring (answer) keys by the Contractor's to the MPD on the date designated by the Metropolitan Police Department's Chief of Police or his/her designee, according to the security procedures outlined in H.11.2.

C.3.1.3 DOCUMENTATION

The documentation for each multiple-choice written examination item, regardless of rank, shall include at a minimum:

1. The content domain tested (Note: MPD will provide the Contractor with job analysis data within thirty (30) days of contact award).
2. The source(s) for the correct and incorrect answers including:
 - a. the title and author of the source;
 - b. the page number(s) on which the correct and incorrect answers can be found;
 - c. the paragraph number(s); and
 - d. the line number(s) for all relevant paragraph(s). Note: MPD will provide the Contractor with MPD related written materials from which the items to be drawn.

C.3.1.4 REVIEW & EDITING OF SUBMITTED TEST MATERIALS

1. The draft versions of the written multiple-choice examination items and the proposed correct answers and distractors and the scoring guides/answer keys shall be reviewed by subject matter expert(s) and measurement expert(s) appointed by the MPD Chief of Police to serve on an Item Review Committee ("Committee").
2. All draft items shall have been reviewed by the Contractor prior to submission to the Committee for review to ensure clarity, correctness and that they meet all the requirements described within this proposal.
3. All draft responses including distractor responses for the written multiple-choice test as well as correct and incorrect behaviors shall be reviewed by the Contractor prior to submission to the Committee for review to ensure clarity, correctness and that they meet all the requirements described within this proposal.
4. The Contractor shall have established and documented linkage of all proposed test exercises to job analysis data provided MPD. As part of the documentation, the Contractor shall place to the side of each item or proposed script a designation of the specific knowledge, skills and abilities that are being assessed which shall be submitted to the Committee each time a new draft is provided.
5. The Contractor shall have established and documented in a separate text each test items' origin in the source material as described in C.3.1.3 which shall be submitted to the Committee each time a new draft is provided.
6. The Committee shall review all proposed examination items for job relatedness, for fairness to racial/ethnic groups and genders represented in the MPD, for compliance with the item writing standards described in section C.3.1.1, and for accuracy in presentation and scoring.
7. All of the members of the Committee present at the review session must approve each written item for inclusion in the final assessment tool.

8. All test items and written materials (e.g., scripts) modified on the basis of comments of the Committee, or on the basis of other reviewers utilized by the Contractor, shall be resubmitted to the Committee for re-evaluation and approval.
9. The process of review and approval shall continue until the Committee is satisfied with each product.
10. The Contractor and the MPD project director shall select the final set of items to appear on each of the written multiple-choice examinations from the total pool of items approved by the Committee.

C.3.1.5 REPORTING REQUIREMENTS

1. Regardless of type of assessment tool (i.e., written multiple-choice examination or video-based assessment unit) or year, the Contractor shall:
 - a. Electronically submit a comprehensive proposed project plan thirty (30) days after the award of the contract and receipt of MPD's job analysis data. The project plan shall be a living document and is expected to change only slightly over time. The proposed project plan must be provided prior to the development of any assessment tool and should include the following:
 - i. Definition of project scope;
 - ii. Definition project milestones;
 - iii. Definition all phases, activities, and tasks necessary to achieve milestones in the test development effort;
 - iv. Description of the effort, supplies, resources, and information necessary to complete each phase;
 - v. Outline staff members' responsible for each phase of the project;
 - vi. Outline communication plan to include a description of how Contractor shall communicate with MPD (i.e., email, telephone, US Mail); including frequency of communication and Contractor availability;
 - vii. Definition of any task inter-dependencies;
 - viii. Definition of each task duration;
 - ix. List any possible constraints to the timeline; and

- x. Proposal of dates on which milestones will be met and/or completed including dates for status report submission as described in C.3.1.5b.-g. In addition:
 - 1. Should modifications need to be made to the approved project plan, status reports should clearly outline, explain and justify all proposed modifications including proposed changes to milestones, specific deliverables, etc.
 - 2. MPD's project manager will approve the proposed project plan.
- b Electronically submit a formal bi-weekly status report to the MPD project manager to review and to distribute to key stakeholders to ensure that the project (i.e., test development) moves forward, concerns are addressed, critical milestones are achieved, and work is planned for the subsequent two (2) week period.
 - i. Each status report shall be kept to no more than two (2) pages and should summarize key points in the project. Including the following:
 - 1. Project Status
 - 2. Project Summary
 - 3. Concerns or Hardships
 - 4. Decisions/Actions Required by MPD
 - 5. Decisions/Actions Required by Contractor
 - 6. Tasks and Next Steps
 - 7. Key Future Dates
- c A minimum of two (2) drafts of proposed written multiple-choice items and/or scenarios/questions as described in C.3.1.1.a – j.
- d A minimum of two (2) drafts of proposed responses for the written multiple-choice items as defined in C.3.1.1.k-m.
- e Shipment/electronic delivery of the final copies of the written multiple-choice examinations files within two (2) weeks of final approval of assessment tests; delivery dates of which shall be reflected in aforementioned reports.
- f Separate shipment of the answer keys/scoring guides within two (2) weeks of final approval of assessment tests/videos; delivery dates of which shall be reflected in aforementioned reports.
- g Shipment/electronic delivery of a detailed final project report within two (2) months/eight (8) weeks of sending the aforementioned information to include documentation to substantiate the validity of the testing processes for each job class (i.e.,

Sergeant, Lieutenant, Captain, and Investigator or Master Patrol Officer). The Contractor shall ensure that both criterion-based validity and content-based validity strategies are described for all exercises developed for MPD. The report will be written according to standards described in the Uniform Guidelines on Employee Selection Procedures and will include all details of the process. The final project report must provide details about the items/scenarios and their linkages to existing MPD job analysis data as described in C3.1.4.4-5.

C.3.2 VIDEO-ADMINISTERED ASSESSMENT EXERCISE GUIDELINES

The Contractor shall provide fifteen (15) video-based units that:

1. Contain at least two (2) unrelated scenarios and four (4) related follow up questions;
2. Statistically access the same competencies;
3. Are equivalent in level of complexity and level of difficulty; and
4. Elicit a range of responses sufficient for using the exercise results to rank order the candidates.

C.3.2.1 VIDEO-ADMINISTERED ASSESSMENT EXERCISES

The Contractor shall provide, at a minimum the following:

1. One copy each of fifteen (15) separate video-based assessment exercise units on a storage medium that is compatible with a personal computer (i.e., DVD, portable USB drive, or an external hard drive).
2. Units that each contain two (2) different scenarios and a total of four (4) related questions, two (2) questions per scenario, that, across the units, are equivalent in level of difficulty and identical in the representation of the investigative personnel competencies as identified in the MPD job analysis.
3. Units that allow time for the candidates to give oral and/or written responses. For example, the unit may include the following instructions:

“This is your preparation period. You will be viewing two (2) unrelated video-based scenarios which show two (2) different situations that MPD investigative personnel may be asked to resolve. At the end of each scenario you will be given time to formulate your responses to the two (2) separate questions that follow. You are encouraged to take notes. Your notes will not be scored; they are for your benefit only. Following the end of this preparation period you will be

escorted into a separate individual testing room to deliver your pre-prepared oral responses to a panel.”

4. Units that are no more than thirty-five (35) minutes in length, including the scenarios, related questions, and administrative instructions.
5. Units that possess a countdown timer which shall appear during the preparation period in the lower right hand portion of the screen.
6. Units including scenarios and questions which are based on subject matter pertinent to the MPD and Washington, D.C.
7. Units that include actors including officers, witnesses, and victims who are representative of the MPD and Washington, D.C.
8. Units that include scenario settings that appear to be Washington, D.C., but which do not provide any one competitor any performance advantage.
9. Units that contain only commonly known landmarks, icons, and memorials (e.g., Washington Monument) or that are used only in the background to illustrate job relatedness.
10. Units that use the same narrator for all events and questions.
11. Questions that are read aloud to the candidates while also appearing on the screen similar to a narrated PowerPoint presentation.
12. Units comprised of scenarios and questions that elicit a wide range of responses from candidates so as to provide information for the rank ordering of candidates.
13. Complete scripts for all scenarios and the related questions that document the job relatedness of the scenarios and questions.
14. Complete scenario/question scoring guides for all units that specify the correct answers (correct behaviors) as well as common errors or frequent, incorrect responses other than failure to perform the correct action or the correct behavior.

C.3.2.2 DOCUMENTATION REQUIREMENTS

The documentation for each video-based assessment unit shall specify at a minimum:

- a. The content domain tested (Note: The MPD will provide the selected Contractor with job analysis data).
- b. The credentials of the author(s) of the scenarios and related questions and source of the scenarios/questions (e.g., prior law enforcement experience).

- c. The credentials of all of the actors included in each scenario.
- d. The source of the responses identified in the scoring guides as proper (i.e., correct) and improper (i.e., incorrect) (e.g., prior law enforcement experience, MPD General Order, specific law enforcement text) as well as:
 - i. the specific title and author of the source;
 - ii. the page number(s) on which the correct and incorrect responses can be found;
 - iii. the paragraph number(s); and
 - iv. the line number(s) for all relevant paragraphs or passages. Note: MPD will provide the selected Contractor with MPD related written materials from which appropriate/inappropriate responses to the scenarios can be drawn.

C.3.2.3 REVIEW & EDITING OF SUBMITTED TEST MATERIALS

1. The draft versions of the video-administered assessment units and the proposed correct answers and distractors and the scoring guides/answer keys for the video units shall be reviewed by subject matter expert(s) and measurement expert(s) appointed by the MPD Chief of Police to serve on an Item Review Committee ("Committee").
2. All draft items shall have been reviewed by the Contractor prior to submission to the Committee for review to ensure clarity, correctness and that they meet all the requirements described within this proposal.
3. All draft responses including distracter responses for the video units as well as correct and incorrect behaviors shall be reviewed by the Contractor prior to submission to the Committee for review to ensure clarity, correctness and that they meet all the requirements described within this proposal.
4. The Contractor shall have established and documented linkage of all proposed test exercises to job analysis data provided MPD. As part of the documentation, the Contractor shall place to the side of each item or proposed script a designation of the specific knowledge, skills and abilities that are being assessed which shall be submitted to the Committee each time a new draft is provided.
5. The Contractor shall have established and documented in a separate text each test items' origin in the source material as described in C.3.2.2 which shall be submitted to the Committee each time a new draft is provided.
6. The Committee shall review all proposed examination items for job relatedness, for fairness to race/ethnic groups and genders represented in the MPD, for compliance with acceptable item writing standards, and for accuracy in presentation and scoring.

7. All of the members of the Committee present at the review session must approve each related scenario/question for inclusion in the final assessment tool.
8. All test items and written materials (e.g., scripts) modified on the basis of comments of the Committee, or on the basis of other reviewers utilized by the Contractor, shall be resubmitted to the Committee for re-evaluation and approval.
9. The process of review and approval shall continue until the Committee is satisfied with each product.
10. The Contractor and the MPD project director shall select the final set of scenarios and related questions to appear within each video-based assessment unit from the total pool of scenarios approved by the Committee.

C.3.2.4 DELIVERABLE REQUIREMENTS

1. Regardless of type of assessment tool (i.e., written multiple-choice examination or video-based assessment unit) or year, the Contractor will:
 - a. Electronically submit a comprehensive proposed project plan thirty (30) days after the award of the contract and receipt of MPD's job analysis data. The project plan shall be a living document and is expected to change only slightly over time. The proposed project plan must be provided prior to the development of any assessment tool and should include the following:
 - i. Definition of project scope;
 - ii. Definition project milestones;
 - iii. Definition all phases, activities, and tasks necessary to achieve milestones in the test development effort;
 - iv. Description of the effort, supplies, resources, and information necessary to complete each phase;
 - v. Outline staff members' responsible for each phase of the project;
 - vi. Outline communication plan to include a description of how Contractor will communicate with MPD (i.e., email, telephone, US Mail); including frequency of communication and Contractor availability;
 - vii. Definition of any task inter-dependencies;
 - viii. Definition of each task duration;
 - ix. List any possible constraints to the timeline; and

- x. Proposal of dates on which milestones will be met and/or completed including bi-weekly dates for status report submission as defined below in C.3.2.4.i –l, with due dates stated in F.3.1.1.2 and F.3.2.2.2 depending upon project.
 - 1. Should modifications need to be made to the approved project plan, status reports should clearly outline, explain and justify all proposed modifications including proposed changes to milestones, specific deliverables, etc.
 - 2. MPD's project manager will approve the proposed project plan.
- b Electronically submit a formal bi-weekly status report to the MPD project manager to review and to distribute to key stakeholders to ensure that the project (i.e., test development) moves forward, concerns are addressed, critical milestones are achieved, and work is planned for the subsequent two (2) week period.
- c Each status report shall be kept to no more than two (2) pages and should summarize key points in the project. Including the following:
 - 1. Project Status
 - 2. Project Summary
 - 3. Concerns or Hardships
 - 4. Decisions/Actions Required by MPD
 - 5. Decisions/Actions Required by Contractor
 - 6. Tasks and Next Steps
 - 7. Key Future Dates
- d A minimum of two (2) drafts of proposed written multiple-choice items and/or scenarios/questions as described in C.3.1.1.a.-i., C.3.2.1-4, and C.3.2.1.1-12. respectively.
- e A minimum of two (2) drafts of proposed responses for the written multiple-choice items as defined in C.3.1.1.k.-m. and proposed responses to the video based scenarios as described in C.3.2.1.12-14.
- f Shipment/electronic delivery of the final copies of the written multiple-choice examinations/video files within two (2) weeks of final approval of assessment tests/videos; delivery dates of which shall be reflected in aforementioned reports.
- g Separate shipment of the answer keys/scoring guides within two (2) weeks of final approval of assessment tests/videos; delivery dates of which shall be reflected in aforementioned reports.

- h Shipment/electronic delivery of a detailed final project report within two (2) months/eight (8) weeks of sending the aforementioned information to include documentation to substantiate the validity of the testing processes for each job class (i.e., Sergeant, Lieutenant, Captain, and Investigator or Master Patrol Officer). The Contractor shall ensure that both criterion-based validity and content-based validity strategies are described for all exercises developed for MPD. The report will be written according to standards described in the Uniform Guidelines on Employee Selection Procedures and will include all details of the process. The final project report must provide details about the items/scenarios and their linkages to existing MPD job analysis data as described in C.3.1.4.4.-5.
- 2. All written materials provided by the Contractor shall become the property of the Metropolitan Police Department and may be reproduced and used by the Metropolitan Police Department (MPD) without additional payment to the Contractor.
- 3. No current uniform or civilian employee of the MPD shall be involved in any of the tasks performed by the Contractor in fulfillment of any contract resulting from this Request for Proposal.
- 4. The Contractor shall not be owned or controlled by any current or former sworn or civilian employee of the MPD.
- 5. The Contractor shall describe any other existing policies and procedures governing the relationship of its employees to potential MPD candidates for any of the positions described in this *Request*.
- 6. The Contractor shall disclose, upfront, any relationships the Contractor, subcontractors, or anyone working as an employee might have with a candidate, including but not limited to friendships, courtships, familial relationships, collegial relationships, etc. Failure to disclose such relationships shall result in the termination of the contract of work.

SECTION D
PACKAGING AND MARKING

- D.1** The packaging and marking requirements for this contract shall be governed by clause number (2), Shipping Instructions-Consignment, of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated March 2007. (Attachment J.1)

SECTION E
INSPECTION AND ACCEPTANCE

- E.1** The inspection and acceptance requirements for this contract shall be governed by clause number six (6) Inspection of Services of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated March 2007. (Attachment J.1)
- E.1.1**
1. The Metropolitan Police Department will monitor the Contractor's performance through detailed bi-weekly status reports as described in C.3.2.4.i.-j.
 2. The Contractor's performance and accountability will be monitored by the Contractor's ability to respond to telephone calls and email messages no later than twenty-four (24) hours, Monday -- Friday. Failure to meet this requirement may result in dissolution of the contract.

SECTION F
PERIOD OF PERFORMANCE AND DELIVERABLES

F.1 TERM OF CONTRACT

The term of the contract shall be for a period of one (1) year from date of award specified on the cover page of this contract.

F.2 OPTION TO EXTEND THE TERM OF THE CONTRACT

F.2.1 The District may extend the term of this contract for a period of four (4) one (1) year option periods, or successive fractions thereof, by written notice to the Contractor before the expiration of the contract; provided that the District will give the Contractor preliminary written notice of its intent to extend at least thirty (30) days before the contract expires. The preliminary notice does not commit the District 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 the District exercises this option, the extended contract shall be considered to include this option provision.

F.2.3 The price for the option period shall be as specified in the Section B.3 of the contract.

F.2.4 The total duration of this contract, including the exercise of any options under this clause, shall not exceed a period of five (5) years.

F.3 DELIVERABLES

The Contractor shall perform the activities required to successfully complete the District's requirements and submit each deliverable to the Contract Administrator (CA) identified in G.9.1 in accordance with the following due dates for each separate year of the contract:

F.3.1 Written Multiple-Choice Promotional Test

Deliverable Number	Deliverable Description	Quantity/Format/Method of Deliver	Due Date	% of TOTAL COST
1.1	A comprehensive project plan as described in C.3.1.5.1.a.i.-x.	1 soft copy (e-mail)	Within 30 days from contract award	20%
1.2	Interim status reports as	1 soft copy (e-mail)	First due date	

	described in C.3.1.5.1.b.i.1.-7		begins 60 days from the contract award and continuing bi- weekly	
1.3	At least two (2) drafts of proposed multiple-choice items as described in C.3.1.5.1.c	Only to be sent by certified mail and to be accepted/signed for <i>only</i> by specific individuals	Final copies due 180 days after the contract is awarded, at least two (2) drafts	30%
1.4	At least two (2) drafts of the proposed written multiple-choice item correct responses and distractors as described in C.3.1.5.1.d	Only to be sent by certified mail and to be accepted/signed for <i>only</i> by specific individuals or by secure electronic transmission	expected during the interim between contract award and final drafts date	
1.5	Shipment/electronic delivery of the final copies of the multiple- choice examinations within two (2) weeks of final approval of assessment tests as described in C.3.1.5.e.	Only to be sent by certified mail and to be accepted/signed for <i>only</i> by specific individuals	Due 210 days after the contract is awarded	40%
1.6	<u>Separate</u> shipment/electronic delivery of the final copies of the Answer/Scoring guides within two (2) weeks of final approval as described in C.3.1.5.f.	Only to be sent by certified mail and to be accepted/signed for <i>only</i> by specific individuals		
1.7	Shipment/electronic delivery of the final project report as described in C.3.1.5.g.	Only to be sent by certified mail and to be accepted/signed for <i>only</i> by specific individuals	Due 225 days after contract is awarded	10%
TOTAL				100%

F.3.2 Video Based Assessment Exercises

Deliverable Number	Deliverable	Quantity/Format/Method of Deliver	Due Date	% of TOTAL COST
2.1	A comprehensive project plan as described in C.3.2.4.1.a.i.-x.	1 soft copy (e-mail)	Within 1 month from contract award	20%
2.2	Interim status reports as described in C.3.2.4.b.-c..	1 soft copy (e-mail)	First due date begins 60 days from the contract award and continuing bi-weekly	
2.3	At least two (2) drafts of proposed video scenarios and related questions as described in C.3.2.4.d.	Only to be sent by certified mail and to be accepted/signed for <i>only</i> by specific individuals or by secure electronic transmission.	Final copies due 180 days after the contract is awarded, at least two (2) drafts expected during the interim between contract award and final drafts date	30%
2.4	At least two (2) drafts of the proposed appropriate and inappropriate behavioral responses to the scenarios and proposed questions as described in C.3.2.4.e.	Only to be sent by certified mail and to be accepted/signed for <i>only</i> by specific individuals or by secure electronic transmission.		
2.5	Shipment/electronic delivery of the final copies of the video files within 2 weeks of final approval of assessment videos as described in C.3.2.4.f.	Only to be sent by certified mail and to be accepted/signed for <i>only</i> by specific individuals or by secure electronic transmission.	Due 210 days after the contract is awarded	40%
2.6	Separate shipment/delivery of the final copies of the	Only to be sent by certified mail and		

	Scoring guides within two (2) weeks of final approval as described in C.3.2.4.g.	to be accepted/signed for <i>only</i> by specific individuals or by secure electronic transmission.		
2.7	Shipment/electronic delivery of the final project report as described in C.3.2.4.h.	Only to be sent by certified mail and to be accepted/signed for <i>only</i> by specific individuals	Due 225 days after contract is awarded	10%
TOTAL				100%

CONTRACT ADMINISTRATION

G.1 INVOICE PAYMENT

G.1.1 The District will make payments to the Contractor, upon the submission of proper invoices, at the prices stipulated in this contract, for supplies delivered and accepted or services performed and accepted, less any discounts, allowances or adjustments provided for in this contract.

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

G.2 INVOICE SUBMITTAL

G.2.1 The Contractor shall submit proper invoices on a monthly basis or as otherwise specified in Section G.4. Invoices shall be prepared in duplicate and submitted to the agency Chief Financial Officer with concurrent copies to the Contract Administrator (CA) specified in Section G.9 below. The address of the CFO is:

Accounts Payable Unit
Attn.: Rosanne Etinoff
Metropolitan Police Department
300 Indiana Ave, NW; Suite: 4106
Washington, D.C. 20001

G.2.2 A duplicate signed copy shall be mailed to the Contract Administrator (CA) specified in G.7 below. This duplicate copy shall be accompanied by a CD with the required monthly reports.

G.2.3 A second duplicate copy shall be e-mailed to the following address, including the summary tables of revenue received and billable fees, by ticket type and collection method:

Laura Wagman
Director, Testing and Assessment Branch
Strategic Services Bureau
Metropolitan Police Department
laura.wagman@dc.gov

G.2.4 To constitute a proper invoice, the Contractor shall submit the following information on the invoice:

- a. Contractor's name, federal tax ID and invoice date (date invoices as of the date of mailing or transmittal);
- b. Contract number and invoice number;

- c. Description, price, quantity and the date(s) that the supplies or services were delivered or performed;
- d. Other supporting documentation or information, as required by the Contracting Officer;
- e. Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent;
- f. Name, title, phone number of person preparing the invoice;
- g. Name, title, phone number and mailing address of person (if different from the person identified in G.2.2.e. above) to be notified in the event of a defective invoice; and
- h. Authorized signature.

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 agency 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

The District will pay the Contractor in accordance with the following payment schedule upon acceptance of deliverables and presentation of a properly executed invoice and authorization by CA.

G.4.1 Written Test Examinations

Payment Number	Deliverable Number	Payment Amount
1	1.1	10% of the total price as described in B.3 CLIN 0001
2	1.2	10% of the total price as described in B.3 CLIN 0001
3	1.3	15% of the total price as described in B.3 CLIN 0001
4	1.4	15% of the total price as described in B.3 CLIN 0001
5	1.5	20% of the total price as

		described in B.3 CLIN 0001
6	1.6	20% of the total price as described in B.3 CLIN 0001
7	1.7	10% of the total price as described in B.3 CLIN 0001

G.4.2 Video Based Assessment Exercises

Payment Number	Deliverable Number	Payment Amount
1	2.1	10% of the total price as described in B.3 CLIN 0002
2	2.2	10% of the total price as described in B.3 CLIN 0002
3	2.3	15% of the total price as described in B.3 CLIN 0002
4	2.4	15% of the total price as described in B.3 CLIN 0002
5	2.5	20% of the total price as described in B.3 CLIN 0002
6	2.6	20% of the total price as described in B.3 CLIN 0002
7	2.7	10% of the total price as described in B.3 CLIN 0002

G.5 ASSIGNMENT OF CONTRACT PAYMENTS

- G.5.1** In accordance with 27 DCMR 3250, the Contractor may assign to a bank, trust company, or other financing institution funds due or to become due as a result of the performance of this contract.
- G.5.2** Any assignment shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party.
- G.5.3** Notwithstanding an assignment of contract payments, the Contractor, not the assignee, is required to prepare invoices. Where such an assignment has been made, the original

copy of the invoice must refer to the assignment and must show that payment of the invoice is to be made directly to the assignee as follows:

“Pursuant to the instrument of assignment dated _____, make payment of this invoice to (name and address of assignee).”

G.6 THE QUICK PAYMENT CLAUSE

G.6.1 Interest Penalties to Contractors

G.6.1.1 The District will pay interest penalties on amounts due to the Contractor under the Quick Payment Act, D.C. Official Code §2-221.01 et seq., for the period beginning on the day after the required payment date and ending on the date on which payment of the amount is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid if payment for the completed delivery of the item of property or service is made on or before:

- a. the 3rd day after the required payment date for meat or a meat product;
- b. the 5th day after the required payment date for an agricultural commodity; or
- c. the 15th day after the required payment date for any other item.

G.6.1.2 Any amount of an interest penalty which remains unpaid at the end of any 30-day period shall be added to the principal amount of the debt and thereafter interest penalties shall accrue on the added amount.

G.6.2 Payments to Subcontractors

G.6.2.1 The Contractor must take one of the following actions within seven (7) days of receipt of any amount paid to the Contractor by the District for work performed by any subcontractor under this contract:

- a. Pay the subcontractor for the proportionate share of the total payment received from the District that is attributable to the subcontractor for work performed under the contract; or
- b. Notify the District and the subcontractor, in writing, of the Contractor’s intention to withhold all or part of the subcontractor’s payment and state the reason for the nonpayment.

G.6.2.2 The Contractor must pay any subcontractor or supplier interest penalties on amounts due to the subcontractor or supplier beginning on the day after the payment is due and ending on the date on which the payment is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid on the following if payment for the completed delivery of the item of property or service is made on or before:

- a. the 3rd day after the required payment date for meat or a meat product;
- b. the 5th day after the required payment date for an agricultural commodity; or
- c. the 15th day after the required payment date for any other item.

- G.6.2.3** Any amount of an interest penalty which remains unpaid by the Contractor at the end of any 30-day period shall be added to the principal amount of the debt to the subcontractor and thereafter interest penalties shall accrue on the added amount.
- G.6.2.4** A dispute between the Contractor and subcontractor relating to the amounts or entitlement of a subcontractor to a payment or a late payment interest penalty under the Quick Payment Act does not constitute a dispute to which the District of Columbia is a party. The District of Columbia may not be interpleaded in any judicial or administrative proceeding involving such a dispute.
- G.6.3** **Subcontract requirements**
- G.6.3.1** The Contractor shall include in each subcontract under this contract a provision requiring the subcontractor to include in its contract with any lower-tier subcontractor or supplier the payment and interest clauses required under paragraphs (1) and (2) of D.C. Official Code §2-221.02(d).

G.7 **CONTRACTING OFFICER (CO)**

Contracts will be entered into and signed on behalf of the District only by contracting officers. The contact information for the Contracting Officer is:

James H. Marshall
Office of Contracting and Procurement
441 4th Street, NW, Suite 700S
Washington, D.C. 20001
(202) 727-0252
jim.marshall@dc.gov

G.8 **AUTHORIZED CHANGES BY THE CONTRACTING OFFICER**

- G.8.1** The CO is the only person authorized to approve changes in any of the requirements of this contract.
- G.8.2** 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 CO.
- G.8.3** In the event the Contractor effects any change at the instruction or request of any person other than the CO, 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.9 **CONTRACT ADMINISTRATOR (CA)**

- G.9.1** The CA is responsible for general administration of the contract and advising the CO as to the Contractor's compliance or noncompliance with the contract. The CA has the

responsibility of ensuring the work conforms to the requirements of the contract and such other responsibilities and authorities as may be specified in the contract. These include:

- G.9.1.1** Keeping the CO fully informed of any technical or contractual difficulties encountered during the performance period and advising the CO of any potential problem areas under the contract;
 - G.9.1.2** Coordinating site entry for Contractor personnel, if applicable;
 - G.9.1.3** Reviewing invoices for completed work and recommending approval by the CO if the Contractor's costs are consistent with the negotiated amounts and progress is satisfactory and commensurate with the rate of expenditure;
 - G.9.1.4** Reviewing and approving invoices for deliverables to ensure receipt of goods and services. This includes the timely processing of invoices and vouchers in accordance with the District's payment provisions; and
 - G.9.1.5** Maintaining a file that includes all contract correspondence, modifications, records of inspections (site, data, equipment) and invoice or vouchers.
- G.9.2** The address and telephone number of the CA is:

Laura Wagman
Director, Testing and Assessment Branch
Strategic Services Bureau
Metropolitan Police Department
(202) 727-0198
laura.wagman@dc.gov

- G.9.3** The CA shall NOT have the authority to:
- a. Award, agree to, or sign any contract, delivery order or task order. Only the CO shall make contractual agreements, commitments or modifications;
 - b. Grant deviations from or waive any of the terms and conditions of the contract;
 - c. Increase the dollar limit of the contract or authorize work beyond the dollar limit of the contract,
 - d. Authorize the expenditure of funds by the Contractor;
 - e. Change the period of performance; or
 - f. Authorize the use of District property, except as specified under the contract.
- G.9.4** The Contractor will be fully responsible for any changes not authorized in advance, in writing, by the CO; 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 the District, to take all corrective action necessitated by reason of the unauthorized changes.

**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 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:

H.1.1.1 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 Department of Employment Services (“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. 10 dated June 15, 2010, 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.2. The Contractor shall be bound by the wage rates for the term of the contract subject to revision as stated herein and in accordance with Section 24 of the SCP. If an option is exercised, the Contractor shall be bound by the applicable wage rates at the time of the option. If the option is exercised and the CO 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 approval from the CO before it, any of its officers, agents, or employees 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, at D.C. Official Code §2-532 (a-3), requires the District to make available for inspection and copying any record produced or collected pursuant to a District contract with a private Contractor to perform a public function, to the same extent as if the record were maintained by the agency on whose behalf the contract is made. If the Contractor receives a request for such information, the Contractor shall immediately send the request to the CA who will

provide the request to the FOIA Officer for the agency with programmatic responsibility in accordance with the D.C. Freedom of Information Act. If the agency with programmatic responsibility receives a request for a record maintained by the Contractor pursuant to the contract, the CA will forward a copy to the Contractor. In either event, the Contractor is required by law to provide all responsive records to the CA within the timeframe designated by the CA. The FOIA Officer for the agency with programmatic responsibility will determine the releasability of the records. The District will reimburse the Contractor for the costs of searching and copying the records in accordance with D.C. Official Code §2-532 and Chapter 4 of Title 1 of the D.C. Municipal Regulations.

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, as amended, D.C. Official Code §2-219.01 *et seq.* (“First Source Act”).

H.5.2 The Contractor shall enter into and maintain, during the term of the contract, a First Source Employment Agreement, (Section J.4) in which the Contractor shall agree that:

- (1) The first source for finding employees to fill all jobs created in order to perform this contract shall be the DOES; and
- (2) The first source for finding employees to fill any vacancy occurring in all jobs covered by the First Source Employment Agreement shall be the First Source Register.

H.5.3 The Contractor shall submit to DOES, no later than the 10th of each month following execution of the contract, a First Source Agreement Contract Compliance Report (“contract compliance report”) to verify its compliance with the First Source Agreement for the preceding month. The contract compliance report for the contract shall include the:

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

H.5.5 With the submission of the Contractor’s final request for payment from the District, the Contractor shall:

- (1) Document in a report to the CO its compliance with section H.5.4 of this clause;
or
- (2) Submit a request to the CO for a waiver of compliance with section H.5.4 and include the following documentation:
 - (a) Material supporting a good faith effort to comply;
 - (b) Referrals provided by DOES and other referral sources;
 - (c) Advertisement of job openings listed with DOES and other referral sources; and
 - (d) Any documentation supporting the waiver request pursuant to section H.5.6.

H.5.6 The CO may waive the provisions of section H.5.4 if the CO finds that:

- (1) A good faith effort to comply is demonstrated by the Contractor;
- (2) 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.
- (3) The Contractor enters into a special workforce development training or placement arrangement with DOES; or
- (4) 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 pursuant to sections H.5.5 and H.5.6, the CO 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 CO determines that the Contractor is in compliance, or that a waiver of compliance is justified, the CO shall, within two business days of making the determination forward a copy of the determination to the agency Chief Financial Officer and the CA.

H.5.8 Willful breach of the First Source Employment Agreement, or failure to submit the report pursuant to section H.5.5, or deliberate submission of falsified data, may be enforced by the CO 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 make payment to DOES. The Contractor may appeal to the D.C. Contract Appeals Board as provided in this contract any decision of the CO pursuant to this section H.5.8.

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

H.6 SECTION 504 OF THE REHABILITATION ACT OF 1973, as amended.

During the performance of the contract, the Contractor shall comply with Section 504 of the Rehabilitation Act of 1973, as amended. This Act prohibits discrimination against disabled people in federally funded programs and activities. See 29 U.S.C. § 794 et seq.

H.7 AMERICANS WITH DISABILITIES ACT OF 1990 (ADA)

During the performance of this contract, the Contractor shall comply with the ADA. The ADA makes it unlawful to discriminate in employment against a qualified individual with a disability. See 42 U.S.C. §12101 et seq.

H.8 WAY TO WORK AMENDMENT ACT OF 2006

H.8.1 Except as described in H.8.8 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.

H.8.2 The Contractor shall pay its employees and subcontractors, as applicable, who perform services under the contract no less than the current living wage published on the OCP website at www.ocp.dc.gov.

H.8.3 The Contractor shall include in any subcontract for \$15,000 or more, as applicable, a provision requiring the subcontractor to pay its employees who perform services under the contract no less than the current living wage rate.

H.8.4 The DOES may adjust the living wage annually and the OCP will publish the current living wage rate on its website at www.ocp.dc.gov.

H.8.5 The Contractor shall provide a copy of the Fact Sheet attached as J.6 to each employee and subcontractor, as applicable, who performs services under the contract. The Contractor shall also post the Notice attached as J.5 in a conspicuous place in its place of business. The Contractor shall include in any subcontract for \$15,000 or more, as applicable, a provision requiring the subcontractor to post the Notice in a conspicuous place in its place of business.

H.8.6 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, as applicable, under the contract.

H.8.7 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.

H.8.8 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 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.

H.8.9 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.

H.9 SUBCONTRACTING REQUIREMENTS

H.9.1 Mandatory Subcontracting Requirements

H.9.1.1 For contracts in excess of \$250,000, at least 35% of the dollar volume shall be subcontracted to certified small business enterprises; provided, however, that the costs of

materials, goods, and supplies shall not be counted towards the 35% subcontracting requirement unless such materials, goods and supplies are purchased from certified small business enterprises.

H.9.1.2 If there are insufficient qualified small business enterprises to completely fulfill the requirement of paragraph H.9.1.1, then the subcontracting may be satisfied by subcontracting 35% of the dollar volume to any certified business enterprises; provided, however, that all reasonable efforts shall be made to ensure that qualified small business enterprises are significant participants in the overall subcontracting work.

H.9.1.3 A prime Contractor which is certified as a small, local or disadvantaged business enterprise shall not be required to comply with the provisions of sections H.9.1.1 and H.9.1.2.

H.9.2 **Subcontracting Plan**

If the prime Contractor is required by law to subcontract under this contract, it must subcontract at least 35% of the dollar volume of this contract in accordance with the provisions of section H.9.1. The prime Contractor responding to this solicitation which is required to subcontract shall be required to submit with its proposal, a notarized statement detailing its subcontracting plan. Proposals responding to this RFP shall be deemed nonresponsive and shall be rejected if the offeror is required to subcontract, but fails to submit a subcontracting plan with its proposal. Once the plan is approved by the CO, changes to the plan will only occur with the prior written approval of the CO and the Director of DSLBD. Each subcontracting plan shall include the following:

H.9.2.1 A description of the goods and services to be provided by SBEs or, if insufficient qualified SBEs are available, by any certified business enterprises;

H.9.2.2 A statement of the dollar value of the bid that pertains to the subcontracts to be performed by the SBEs or, if insufficient qualified SBEs are available, by any certified business enterprises;

H.9.2.3 The names and addresses of all proposed subcontractors who are SBEs or, if insufficient SBEs are available, who are certified business enterprises;

H.9.2.4 The name of the individual employed by the prime Contractor who will administer the subcontracting plan, and a description of the duties of the individual;

H.9.2.5 A description of the efforts the prime Contractor will make to ensure that SBEs, or, if insufficient SBEs are available, that certified business enterprises will have an equitable opportunity to compete for subcontracts;

H.9.2.6 In all subcontracts that offer further subcontracting opportunities, assurances that the prime Contractor will include a statement, approved by the contracting officer, that the subcontractor will adopt a subcontracting plan similar to the subcontracting plan required by the contract;

H.9.2.7 Assurances that the prime Contractor will cooperate in any studies or surveys that may be required by the contracting officer, and submit periodic reports, as requested by the contracting officer, to allow the District to determine the extent of compliance by the prime Contractor with the subcontracting plan;

H.9.2.8 A list of the type of records the prime Contractor will maintain to demonstrate procedures adopted to comply with the requirements set forth in the subcontracting plan, and assurances that the prime Contractor will make such records available for review upon the District's request; and

H.9.2.9 A description of the prime Contractor's recent effort to locate SBEs or, if insufficient SBEs are available, certified business enterprises, and to award subcontracts to them.

H.9.3 **Subcontracting Plan Compliance Reporting.**

If the Contractor has an approved subcontracting plan required by law under this contract, the Contractor shall submit to the CO and the Director of DSLBD, no later than the 21st of each month following execution of the contract, a Subcontracting Plan Compliance Report to verify its compliance with the subcontracting requirements for the preceding month. The monthly subcontracting plan compliance report shall include the following information:

H.9.3.1 The dollar amount of the contract or procurement;

H.9.3.2 A brief description of the goods procured or the services contracted for;

H.9.3.3 The name of the business enterprise from which the goods were procured or services contracted;

H.9.3.4 Whether the subcontractors to the contract are currently certified business enterprises;

H.9.3.5 The dollar percentage of the contract awarded to SBEs, or if insufficient SBEs, to other certified business enterprises;

H.9.3.6 A description of the activities the Contractor engaged in, in order to achieve the subcontracting requirements set forth in its plan; and

H.9.3.7 A description of any changes to the activities the Contractor intends to make by the next month to achieve the requirements set forth in its plan.

H.9.4 **Enforcement and Penalties for Breach of Subcontracting Plan**

H.9.4.1 If during the performance of this contract, the Contractor fails to comply with its approved subcontracting plan, and the CO determines the Contractor's failure to be a material breach of the contract, the CO shall have cause to terminate the contract under the default clause of the Standard Contract Provisions.

H.9.4.2 There shall be a rebuttable presumption that a Contractor willfully breached its approved subcontracting plan if the Contractor (i) fails to submit any required monitoring or compliance report; or (ii) submits a monitoring or compliance report with the intent to defraud.

H.9.4.3 A Contractor that is found to have willfully breached its approved subcontracting plan for utilization of certified business enterprises in the performance of a contract shall be subject to the imposition of penalties, including monetary fines of \$15,000 or 5% of the total amount of the work that the Contractor was to subcontract to certified business enterprises, whichever is greater, for each such breach.

H.10 DISTRICT RESPONSIBILITIES

H.10.1 The District will provide the Contractor with the following:

1. job analysis data within thirty (30) days of the contract award;
2. MPD related written materials from which the items to be drawn within thirty (30) days of the contract award;
3. the specific number of copies of examination booklets which shall be required within thirty (30) days prior to the date of the expected shipment; and
4. the specific distinguishing colors of the master copies of the multiple-choice examination covers (i.e., blue = Sergeant, red = Lieutenant, yellow = Captain).

H.11 CONTRACTOR RESPONSIBILITIES

H.11.1 The Contractor shall provide facility, staff, supplies and equipment necessary to perform the required services as described in Section C.3.

H.11.2 SECURITY REQUIREMENTS

The Contractor shall agree to create (if not already part of Contractor's policies) and adhere to the following security measures.

1. The Contractor shall not employ or contract with any person until a criminal background check has been conducted for that person. MPD should receive documentation of the criminal background check with each employees' resume/CV.
2. The Contractor shall inform each prospective employee or contract worker that he/she is required to do conduct a criminal background check before employing or contracting with that person.
3. The Contractor shall provide documentation explaining how the security procedures below will be administered.
 - a. MPD shall be permitted to review and revise security procedures as defined by the Contractor.

4. The Contractor will agree to security measures which protect against the disclosure of information to parties other than the intended recipient(s) i.e., MPD officials.
5. The Contractor shall provide evidence of electronic security, for example, password protected files, firewalls, etc.
6. The Contractor shall provide clear examples of how electronic security would be ensured during communication with MPD, (i.e., when drafts are sent to MPD electronically how is the communication or materials sent kept secured).
7. The Contractor shall provide examples of how materials sent via the US Postal Service, UPS or Fed/Ex would be kept secured.
8. The Contractor shall provide a detailed description of where any test related materials would be kept and how those items are secured. For example, placing confidential materials in a locked safe when no one is present and locking the safe is an appropriate and acceptable security measure. Placing materials in a filing cabinet in an office is not acceptable nor a permissible safety measure.
9. The Contractor will outline the process of determining whether a requester is permitted to receive a communication, service or perform an operation.
10. The Contractor will outline the process for establishing the identity of the users within the Contractors office space. Authentication may take many forms including but not limited to limiting access control via the use of specific passwords, radio frequency identification, key cards, pass codes, etc.
11. The Contractor will have a policy in place to prevent the later denial that an action happened, or that a communication took place. In order to prevent denial of actions the Contractor may wish to ensure authentication information is combined with some form of provable time/date stamp.
12. The Contractor shall appoint a security officer to supervise and direct security measures at the Contractor's site in addition to all other possible transfers of the documents.
 - a. MPD shall have the designated security officer's contact information and will contact this employee when appropriate to ensure that the workplace is secured through the utilization of alarm systems, closed circuit television, coded entry, vaults, safes, etc.
 - b. MPD reserves the right to inspect the Contractor's secured site.
13. All testing-related work performed by the Contractor, especially as related to test materials and test results shall be kept strictly confidential.

14. The members of the Contractor's staff may not communicate via any medium (i.e., face-to-face discussion) or electronic, with any non-employees regarding the content or results of past, current or future tests developed for MPD.
15. The Contractor shall utilize a secured system to gain entry into his/her facility. Keys may be used to gain access in the morning and in emergency situations otherwise; there should be a secondary secure method of gaining entry such as swipe cards or codes so entry can be recorded and time/date stamped.
16. A facility in which only one employee works (i.e., a home office) will be held to the same security standard as all other sites and MPD reserves the right to inspect the site to ensure compliance with security measures.
17. Any non-Contractor personnel wishing to enter the office/facility must be granted access by a full time staff member and may only enter and exit via one specified door.
18. The Contractor's staff shall be required to sign in and out of the facility as a record of when they were present. This record will be established for time-keeping and security purposes.
19. Any individual who is utilized as a subject matter expert or who is present during discussions about anything test related shall be required to sign in and out of the facility.
20. No testing or testing-related materials may be removed from the Contractor's office for any purpose without the prior approval of MPD. For example, working on test materials at the office as well as at a home office must first be discussed and the security of each location must be established.
21. All individuals including current staff, subcontractors, and subject matter experts are required to sign a confidentiality agreement which includes acknowledgements of the aforementioned security measures.

SECTION I
CONTRACT CLAUSES

I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS

The Standard Contract Provisions for use with District of Columbia Government Supplies and Services Contracts dated March 2007 (SCP) are incorporated as part of the contract (Attachment J.1).

I.2 CONTRACTS THAT CROSS FISCAL YEARS

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

I.3 CONFIDENTIALITY OF INFORMATION

The Contractor shall keep all information relating to any employee or customer of the District in absolute confidence and shall not use the information in connection with any other matters; nor shall it disclose any such information 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, video 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.

- 1.5.3** 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.
- 1.5.4** 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.
- 1.5.5** All data first produced in the performance of this Contract shall be the sole property of the District. The Contractor hereby acknowledges that all data, including, without limitation, computer program codes, produced by Contractor for the District under this Contract, are works made for hire and are the sole property of the District; but, to the extent any such data may not, by operation of law, be works made for hire, Contractor hereby transfers and assigns to the District the ownership of copyright in such works, whether published or unpublished. The Contractor agrees to give the District 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 the District until such time as the District may have released such data to the public.
- 1.5.6** The District 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 this 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:
- 1.5.6.1** 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 District installation to which the computer may be transferred by the District;
- 1.5.6.2** 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;
- 1.5.6.3** 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 the District'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 the District 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 the District 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 the District 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 the District under this contract any works of authorship in which copyright is not owned by the Contractor without acquiring for the District 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, are to be obtained from a subcontractor under this contract, the Contractor shall use this clause, I.5, Rights in Data, in the subcontract, without alteration, and no other clause shall be used to enlarge or diminish the District's or the Contractor's rights in that subcontractor data or computer software which is required for the District.

I.5.10 For all computer software furnished to the District with the rights specified in Section I.5.5, the Contractor shall furnish to the District, a copy of the source code with such rights of the scope specified in Section I.5.5. For all computer software furnished to the District with the restricted rights specified in Section I.5.6, the District, if the Contractor, either directly or through a successor or affiliate shall cease to provide the maintenance or warranty services provided the District under this 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 this

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.

1.5.11 The Contractor shall indemnify and save and hold harmless the District, 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.

1.5.12 Nothing contained in this clause shall imply a license to the District under any patent, or be construed as affecting the scope of any license or other right otherwise granted to the District under any patent.

1.5.13 Paragraphs 1.5.6, 1.5.7, 1.5.8, 1.5.11 and 1.5.12 above are not applicable to material furnished to the Contractor by the District and incorporated in the work furnished under contract, provided that such incorporated material is identified by the Contractor at the time of delivery of such work.

1.6 OTHER CONTRACTORS

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

1.7 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 CO. Any work or service so subcontracted shall be performed pursuant to a subcontract agreement, which the District 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 this contract. Notwithstanding any such subcontract approved by the District, the Contractor shall remain liable to the District for all Contractor's work and services required hereunder.

1.8 INSURANCE

A. GENERAL REQUIREMENTS. The Contractor shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall have its insurance broker or insurance company submit a Certificate of Insurance to the CO giving evidence of the required coverage prior to commencing performance under this contract. In no event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) have been provided to, and accepted by, the CO. All insurance shall be written with financially responsible companies authorized to do business in the District of Columbia or

in the jurisdiction where the work is to be performed and have an A.M. Best Company rating of A-VIII or higher. The Contractor shall require all of its subcontractors to carry the same insurance required herein. The Contractor shall ensure that all policies provide that the CO shall be given thirty (30) days prior written notice in the event the stated limit in the declarations page of the policy is reduced via endorsement or the policy is canceled prior to the expiration date shown on the certificate. The Contractor shall provide the CO with ten (10) days prior written notice in the event of non-payment of premium.

1. Commercial General Liability Insurance. The Contractor shall provide evidence satisfactory to the CO with respect to the services performed that it carries \$1,000,000 per occurrence limits; \$2,000,000 aggregate; Bodily Injury and Property Damage including, but not limited to: premises-operations; broad form property damage; Products and Completed Operations; Personal and Advertising Injury; contractual liability and independent Contractors. The policy coverage shall include the District of Columbia as an additional insured, shall be primary and non-contributory with any other insurance maintained by the District of Columbia, and shall contain a waiver of subrogation. The Contractor shall maintain Completed Operations coverage for five (5) years following final acceptance of the work performed under this contract.
2. Automobile Liability Insurance. The Contractor shall provide automobile liability insurance to cover all owned, hired or non-owned motor vehicles used in conjunction with the performance of this contract. The policy shall provide a \$1,000,000 per occurrence combined single limit for bodily injury and property damage.
3. Workers' Compensation Insurance. The Contractor shall provide Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.

Employer's Liability Insurance. The Contractor shall provide employer's liability insurance as follows: \$500,000 per accident for injury; \$500,000 per employee for disease; and \$500,000 for policy disease limit.

4. Umbrella or Excess Liability Insurance. The Contractor shall provide umbrella or excess liability (which is excess over employer's liability, general liability, and automobile liability) insurance as follows: \$_____ per occurrence, including the District of Columbia as additional insured.
5. Professional Liability Insurance (Errors & Omissions). The Contractor shall provide Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omission in the performance of professional services under this Contract. The policy shall provide limits of \$_____ per occurrence for each wrongful act and \$_____ annual aggregate.

The Contractor shall maintain this insurance for five (5) years following the District's final acceptance of the work performed under this contract.

6. Crime Insurance (3rd Party Indemnity). The Contractor shall provide a 3rd Party Crime policy to cover the dishonest acts of Contractor's employees which result in a loss to the District. The policy shall provide a limit of \$_____ per occurrence. This coverage shall be endorsed to name the District of Columbia as joint-loss payee, as their interests may appear.
7. DURATION. The Contractor shall carry all required insurance until all contract work is accepted by the District, and shall carry the required General Liability; any required Professional Liability; and any required Employment Practices Liability insurance for five (5) years following final acceptance of the work performed under this contract.
8. LIABILITY. These are the required minimum insurance requirements established by the District of Columbia. **HOWEVER, THE REQUIRED MINIMUM INSURANCE REQUIREMENTS PROVIDED ABOVE WILL NOT IN ANY WAY LIMIT THE CONTRACTOR'S LIABILITY UNDER THIS CONTRACT.**
9. CONTRACTOR'S PROPERTY. Contractor and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of the District of Columbia.
10. MEASURE OF PAYMENT. The District shall not make any separate measure or payment for the cost of insurance and bonds. The Contractor shall include all of the costs of insurance and bonds in the contract price.
11. NOTIFICATION. The Contractor shall immediately provide the CO with written notice in the event that its insurance coverage has or will be substantially changed, canceled or not renewed, and provide an updated certificate of insurance to the CO.
12. CERTIFICATES OF INSURANCE. The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in this section prior to commencing work. Evidence of insurance shall be submitted to:

James H. Marshall
Office of Contracting and Procurement
441 4th Street, NW, Suite 700S
Washington, D.C. 20001
202-727-0252
jim.marshall@dc.gov

- H. DISCLOSURE OF INFORMATION. The Contractor agrees that the District may disclose the name and contact information of its insurers to any third party which presents a claim against the District for any damages or claims resulting from or arising out of work performed by the Contractor, its agents, employees, servants or subcontractors in the performance of this contract.

I.9 EQUAL EMPLOYMENT OPPORTUNITY

In accordance with the District of Columbia Administrative Issuance System, Mayor's Order 85-85 dated June 10, 1985, the forms for completion of the Equal Employment Opportunity Information Report are incorporated herein as Section J.3. An award cannot be made to any offeror who has not satisfied the equal employment requirements.

I.10 ORDER OF PRECEDENCE

The contract awarded as a result of this RFP will contain the following clause:

ORDER OF PRECEDENCE

A conflict in language shall be resolved by giving precedence to the document in the highest order of priority that contains language addressing the issue in question. The following documents are incorporated into the contract by reference and made a part of the contract in the following order of precedence:

- (1) An applicable Court Order, if any
- (2) Contract document
- (3) Standard Contract Provisions
- (4) Contract attachments other than the Standard Contract Provisions
- (5) RFP, as amended
- (6) BAFOs (in order of most recent to earliest)
- (7) Proposal

I.11 CONTRACTS IN EXCESS OF ONE 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 Council of the District of Columbia and signed by the CO.

I.12 GOVERNING LAW

This contract, and any disputes arising out of or related to this contract, shall be governed by, and construed in accordance with, the laws of the District of Columbia.

**SECTION J
ATTACHMENTS**

The following list of attachments is incorporated into the solicitation by reference.

Attachment Number	Document
J.1	Government of the District of Columbia Standard Contract Provisions for Use with the Supplies and Services Contracts (March 2007)
J.2	U.S. Department of Labor Wage Determination No. 2005-2103 Revision No. 10 dated June 15, 2010
J.3	Office of Local Business Development Equal Employment Opportunity Information Report and Mayor's Order 85-85 (located at www.ocp.dc.gov ; click on Solicitation Attachments)
J.4	Department of Employment Services First Source Employment Agreement (located at www.ocp.dc.gov ; click on Solicitation Attachments)
J.5	Way to Work Amendment Act of 2006 - Living Wage Notice
J.6	Way to Work Amendment Act of 2006 - Living Wage Fact Sheet
J.7	Tax Certification Affidavit (located at www.ocp.dc.gov ; click on Solicitation Attachments)
J.8	Cost/Price Certification and Data Package (located at www.ocp.dc.gov ; click on Solicitation Attachments)
J.9	Past Performance Evaluation Form

**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 the District in connection with this request for proposals: (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 _____
- an individual,
- a partnership,
- 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

Mayor's Order 85-85, "Compliance with Equal Opportunity Obligations in Contracts", dated June 10, 1985 and the Office of Human Rights' regulations, Chapter 11, "Equal Employment Opportunity Requirements in Contracts", promulgated August 15, 1986 (4 DCMR Chapter 11, 33 DCR 4952) are included as a part of this solicitation and require the following certification for contracts subject to the order. Failure to complete the certification may result in rejection of the offeror for a contract subject to the order. I hereby certify that I am fully aware of the content of the Mayor's Order 85-85 and the

Office of Human Rights' regulations, Chapter 11, and agree to comply with them in performance of this contract.

Offeror _____ Date _____

Name _____ Title _____

Signature _____

Offeror ____ has ____ has not participated in a previous contract or subcontract subject to the Mayor's Order 85-85. Offeror ____ has ____ has not filed all required compliance reports, and representations indicating submission of required reports signed by proposed subofferors. (The above representations need not be submitted in connection with contracts or subcontracts which are exempt from the Mayor's Order.)

K.4 BUY AMERICAN CERTIFICATION

The offeror hereby certifies that each end product, except the end products listed below, is a domestic end product (See Clause 23 of the SCP, "Buy American Act"), and that components of unknown origin are considered to have been mined, produced, or manufactured outside the United States.

_____ EXCLUDED END PRODUCTS
_____ COUNTRY OF ORIGIN

K.5 DISTRICT EMPLOYEES NOT TO BENEFIT CERTIFICATION

Each offeror shall check one of the following:

No person listed in Clause 13 of the SCP (Attachment J.1), "District Employees Not To Benefit" will benefit from this contract.

The following person(s) listed in Clause 13 of the SCP (Attachment J.1), "District Employees Not To Benefit" may benefit from this contract. For each person listed, attach the affidavit required by Clause 13.

K.6 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

(a) Each signature of the offeror is considered to be a certification by the signatory that:

- 1) The prices in this contract 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 in this contract have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before contract opening unless otherwise required by law; and
 - 3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit a contract for the purpose of restricting competition.
- (b) Each signature of the offeror 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 offered in this contract, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(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 subparagraphs (a)(1) through (a)(3) above:

(insert full name of person(s) in the organization responsible for determining the prices offered in this contract and the title of his or her position in the offeror's organization);

As an authorized agent, does certify that the principals named in subdivision (b)(2) have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

As an agent, has not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

- (c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

K.7 TAX CERTIFICATION

Each offeror must submit with its offer, a sworn Tax Certification Affidavit, incorporated herein as Attachment J.7.

K.8 CERTIFICATION OF ELIGIBILITY

K.8.1 The Offeror's signature shall be considered a certification by the signatory that the Offeror or any person associated therewith in the capacity of owner, partner, director, officer, principal, or any position involving the administration of funds:

- a. is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility under any federal, District or state statutes;
- b. has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal, District or state agency within the past three (3) years;
- c. does not have a proposed debarment pending; and
- d. has not been indicted, convicted, or had a civil judgment rendered against it or them by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

K.8.2 Indicate below any exception to your certification of eligibility and to whom it applies their position in the offeror's organization, the initiating agency, and dates of action. Exceptions will not necessarily result in denial of award, but will be considered in determining responsibility of the offeror. Providing false information may result in criminal prosecution or administrative sanctions.

SECTION L
INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

L.1 CONTRACT AWARD

L.1.1 MOST ADVANTAGEOUS TO THE DISTRICT

The District intends to award a single contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the District, cost or price, technical and other factors, specified elsewhere in this solicitation considered.

L.1.2 INITIAL OFFERS

The District may award a contract on the basis of 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 original and five (5) copies of the written proposals shall be submitted in two parts, titled "Technical Proposal" and "Price Proposal". Proposals shall be typewritten in 12 point font size on 8.5" by 11" bond paper. Telephonic, telegraphic, and facsimile proposals will not be accepted. Each technical proposal should include a DVD, CD-R, or USB drive which includes an example of the video portion of the technical requirements noted in section: Each proposal shall be submitted in a sealed envelope conspicuously marked: "Proposal in Response to Solicitation No. DCFA-2010-R-1207, MPD Promotional Process Test and Assessment Development Services and the name of the Offeror.

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 the District 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 supplies and services and delivery thereof. The information requested below for the technical proposal shall facilitate evaluation for all proposals. The technical proposal must contain sufficient detail to provide a clear and concise response fully reflecting the manner in which the offeror proposes to fully meet the requirements in Section C.

L.2.2 The Technical and Cost and Price Volumes shall contain at a minimum the information described in Section L.2.7. The narrative sections of each volume shall be formatted as follows:

- a. Typewritten (8.5" by 11" paper);
- b. Single spaced;

- c. One (1) sided;
- d. Pages of each proposal volume shall be numbered and identified with the Offeror's name, RFP number, and date (Subsequent revisions, if any, shall be similarly identified to show revision number and date);
- e. One (1)-inch (or greater) margins;
- f. Six (6) lines (or less) per inch, the equivalent of twelve (12) point font (or larger), charts and graphics may be no less than ten (10) point font;
- g. Proposal narratives shall be logically ordered and provide cross-references to the requirement being addressed.

L.2.3 The Offeror shall prepare a Cover Letter to accompany its Technical Proposal and Price Proposal. The Cover Letter shall at a minimum include the following:

- a. Identify the Contact person for the offeror's proposal
- b. Provide the Contact person's address, phone number, and e-mail address
- c. A statement affirming the offeror's acceptance of the contract provisions as described in Sections A – K of the solicitation.
- d. Signature of an authorized representative of the Offeror's organization.

L.2.4 The Offeror shall prepare a Table of Contents to accompany its Technical Proposal and Price Proposal indicating the location of the section headings and subheadings and page numbers for each.

L.2.5 The information requested in Section L.2.7 has been determined to be essential and will allow the District to assess the Offeror's knowledge, capabilities, and capacity to perform the requirements of the contract as described in Section C in accordance with Section M of the solicitation. The Offeror shall respond in a comprehensive manner to each evaluation factor by submitting the information described below in Section L.2.7 in a logical order consistent with the RFP, providing cross-reference to the requirement being addressed.

L.2.7 Technical and Cost and Price Proposal

L.2.7.1 Technical Proposal

This section shall contain an introduction outlining the offeror's overall technical approach to fulfill the requirements of the contract. This statement should refer to the work to be performed as set forth in Section C, Statement of Work, and describe how the work will be accomplished in sufficient detail to permit the District to evaluate it in accordance with Section M, Evaluation Factors. Each technical proposal should include a DVD, CD-R, or USB drive which includes an example of the video portion of the technical requirements noted in section C.3.2.1.1-14.

L.2.7.1.1 Technical Capabilities

1. **DEMONSTRATED EXPERIENCE** – The Contractor must have demonstrated performance and success in the areas of advertised expertise. Proposal must include a

minimum of five (5) references including at least two (2) from other jurisdictions within a seventy-five (75) mile radius of Washington D.C. and at least one (1) reference from a jurisdiction/city with a police department of a similar size as the MPD, who can comment on the Contractor's ability to successfully develop written multiple-choice examinations and video file formatted selection tests of a similar complexity level, for law enforcement agencies. Successful past performance includes references' accounts of the firms' ability to: meet deadlines, produce quality job related work products, control costs, and communicate clearly with their clients. Contractors are encouraged to provide samples of their non-proprietary work in addition to their response to this proposal.

2. **TECHNICAL APPROACH** – The Contractor shall provide detailed written descriptions of how both criterion-based validity and a content-based validity will be established throughout the test development processes.
3. **SOUNDNESS OF APPROACH** – The Contractor must provide two (2) different draft project plans. The first project plan should illustrate the project scope for the development of three (3) multiple-choice written tests. The first project plan should include a description of the project milestones, the phases, activities, and tasks necessary to achieve the milestones in the test development effort, a description of the effort, supplies, resources, and information necessary to complete each phase, an outline of the staff members responsible for each phase, and a communication plan describing how communication will be maintained between the MPD and the Contractor. The second project plan should illustrate the project scope for the development of video-administered selection assessment tools. The second project plan should include a description of the project milestones, the phases, activities, and tasks necessary to achieve the milestones in the test development effort, a description of the effort, supplies, resources, and information necessary to complete each phase, an outline of the staff members responsible for each phase, and a communication plan describing how communication will be maintained between the MPD and the Contractor.
4. **QUALIFICATIONS OF STAFF** – The Contractor must identify key staff that will hold the primary roles on the projects described within this proposal, be able to provide descriptions of past performance, and be able to provide evidence of their qualifications to perform their assigned capacities. Contractor should include a CV/resume for each staff member or person designated to represent the Contractor at the client site and/or respond to questions about work products and methodologies. This includes and is not limited to any subcontractor including but not limited to subject matter experts the Contractor might utilize for the development of the multiple-choice items as well as video formatted test units.
5. **PROFESSIONAL STANDARDS** - This refers to the Contractor's ability to provide a detailed description of the methods that would be utilized to ensure confidentiality and test security throughout the lifetime of the contract as described in detail in H.11.2.1-21.

L.2.7. SITE VISITS

The District reserves the right to visit a site where the Offeror's system is fully operational. Consequently, the bidder shall include one or more sites at which the bidder's system is operational. If the District decides to make site visits, the District will seek permission from the organization and will coordinate the trip logistics. The District will only consider site visits for the bidders whose proposals have been determined to be within the competitive range.

L.2.7.3 ORAL PRESENTATIONS

L.2.7.3.1 The District reserves the right to request oral presentations from the offerors whose proposals have been determined to be within the competitive range. Oral presentations will be made at 441 4th Street, Washington, D.C. (room to be determined). The pertinent offerors will be provided with a one (1) week notice to prepare for the presentation. The oral presentation will involve a one-hour presentation plus two hours for discussion in the morning and a two-hour question and answer session in the afternoon. The Offeror shall bring a full workstation including camera, scanners, etc for the presentation. The Offeror may install this equipment a day in advance if desired to ensure DMV has the option to view a fully operational workstation as proposed by the Offeror. Offerors unable to provide a full complement of equipment that is fully operational will be evaluated accordingly.

L.2.7.3.2 The oral presentations should provide information that augments their proposal and should provide an opportunity for dialogue among the parties. A specified set of questions will be provided at the time the oral presentations are scheduled. The presentation committee should include the project manager proposed for the implementation, the account manager to support the system once it is operational, and the technical manager responsible for overall operations.

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 2:00 PM, September 23, 2010 specified in Section A.9. Proposals, modifications to proposals, or requests for withdrawals that are received in the designated District office after the exact local time specified above, are "late" and shall be considered only if they are received before the 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 CO that the late receipt at the location specified in the solicitation was caused by mishandling by the District, 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 notice, or facsimile transmission if received at the location designated in the solicitation for submission of proposals, but not later than the closing date and time 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 the District, 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 a proposal that is not considered shall be held unopened, unless opened for identification, until after award and then retained with unsuccessful proposals resulting from this solicitation.

L.4 EXPLANATION TO PROSPECTIVE OFFERORS

If a prospective offeror has any questions relating 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 five (5) days prior to the closing date and time indicated for this solicitation. The District will not consider any questions received less than five (5) days before the date set for submission of proposals. The District will furnish responses promptly to all prospective offerors. An amendment to the solicitation will be issued if the CO decides that information is necessary in submitting offers, or if the lack of it would be prejudicial to any prospective offeror. Oral explanations or instructions given by District officials before the award of the contract will not be binding.

L.5 FAILURE TO SUBMIT OFFERS

Recipients of this solicitation not responding with an offer should not return this solicitation. Instead, they should advise the CO, Office of Contracting and Procurement, 441 4th Street, N.W., Suite 700 South, Washington, D.C. 20001, by letter or postcard

whether they want to receive future solicitations for similar requirements. It is also requested that such recipients advise the CO 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 CO 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 the District 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, the District will have the right to duplicate, use, or disclose the data to the extent consistent with the District's needs in the procurement process. This restriction does not limit the District'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 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 pricing for the option year(s).

L.8 PROPOSAL PROTESTS

Any actual or prospective offeror or Contractor, who is aggrieved in connection with the solicitation or award of a contract, must file with the D.C. Contract Appeals Board (Board) a protest no later than ten (10) business days after the basis of protest is known or should have been known, whichever is earlier. A protest based on alleged improprieties in a solicitation which are apparent at the time set for receipt of initial proposals shall be filed with the Board prior to the time set for receipt of initial proposals. In procurements in which proposals are requested, alleged improprieties which do not exist in the initial solicitation, but which are subsequently incorporated into the solicitation, must be protested no later than the next closing time for receipt of proposals following the incorporation. The protest shall be filed in writing, with the Contract Appeals Board, 717 14th Street, N.W., Suite 430, Washington, D.C. 20004.

The aggrieved person shall also mail a copy of the protest to the Contracting Officer for the solicitation.

L.9 SIGNING OF OFFERS

The Offeror shall sign the offer and print or type its name on the Solicitation, Offer and Award form of this solicitation. 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 will be the property of the District and retained by the District, and therefore will not be returned to the offerors.

L.12 PROPOSAL COSTS

The District is not liable for any costs incurred by the offerors in submitting proposals in response to this solicitation.

L.13 ELECTRONIC COPY OF PROPOSALS FOR FREEDOM OF INFORMATION ACT REQUESTS

In addition to other proposal submission requirements, the offeror must submit an electronic copy of its proposal, redacted in accordance with any applicable exemptions from disclosure in D.C. Official Code §2-534, in order for the District to comply with §2-536(b) that requires the District to make available electronically copies of records that must be made public. The District's policy is to release documents relating to District proposals following award of the contract, subject to applicable FOIA exemption under §2-534(a)(1).

L.14 CERTIFICATES OF INSURANCE

Prior to commencing work, the Contractor shall have its insurance broker or insurance company submit certificates of insurance giving evidence of the required coverages as specified in Section I.8 to:

James H. Marshall
Office of Contracting and Procurement

441 4th Street, NW, Suite 700S
Washington, D.C. 20001
(202) 727-0252
jim.marshall@dc.gov

L.15 ACKNOWLEDGMENT OF AMENDMENTS

The Offeror shall acknowledge receipt of any amendment to this solicitation (a) by signing and returning the amendment; (b) by identifying the amendment number and date in the space provided for this purpose in Section A, Solicitation, Offer and Award form; or (c) by letter, telegram or e-mail from an authorized negotiator. The District must receive the acknowledgment by the date and time specified for receipt of proposals. An offeror's failure to acknowledge an amendment may result in rejection of its offer.

L.16 BEST AND FINAL OFFERS

If, subsequent to receiving original proposals, 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 at the designated date and time. Best and final offers will be subject to the Late Submissions, Late Modifications and Late Withdrawals of Proposals provisions of the solicitation. After receipt of best and final offers, no discussions will be reopened unless the CO determines that it is clearly in the District'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 CO shall issue an additional request for best and final offers to all offerors still within the competitive range.

L.17 LEGAL STATUS OF OFFEROR

Each proposal must provide the following information:

L.17.1 Name, address, telephone number and federal tax identification number of offeror;

L.17.2 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, 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 offer shall certify its intent to obtain the necessary license, registration or certification prior to contract award or its exemption from such requirements; and

L.17.3 If the offeror is a partnership or joint venture, the names and addresses of the general partners or individual members of the joint venture, and copies of any joint venture or teaming agreements.

L.18 FAMILIARIZATION WITH CONDITIONS

Offerors shall thoroughly familiarize themselves with the terms and conditions of this solicitation, 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.19 GENERAL STANDARDS OF RESPONSIBILITY

The Contractor must demonstrate to the satisfaction of the District its capability in all respects to perform fully the contract requirements; therefore, the Contractor must submit the documentation listed below, within five (5) days of the request by the District.

- L.19.1** Evidence of adequate financial resources, credit or the ability to obtain such resources as required during the performance of the contract.
- L.19.2** 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.
- L.19.3** Evidence of the necessary organization, experience, accounting and operational control, technical skills or the ability to obtain them.
- L.19.4** Evidence of compliance with the applicable District licensing and tax laws and regulations.
- L.19.5** Evidence of a satisfactory performance record, record of integrity and business ethics.
- L.19.6** Evidence of the necessary production, construction and technical equipment and facilities or the ability to obtain them.
- L.19.7** Evidence of other qualifications and eligibility criteria necessary to receive an award under applicable laws and regulations.
- L.19.8** If the Contractor fails to supply the information requested, the CO 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 CO shall determine the Offeror to be non-responsible.

L.20 SPECIAL STANDARDS OF RESPONSIBILITY

- L.20.1** In addition to the general standards of responsibility set forth in section L.19, the offeror must demonstrate to the satisfaction of the District the ability of the Contractor to keep all materials created for this contract safe and secure. Vendor should provide a detailed plan explaining how all test-related materials will be secured and when appropriate,

transmitted securely. Offeror must submit with its proposal convincing evidence that demonstrates that the offeror meets the Special Standard(s) of Responsibility including all elements described in H.11.2.1-21.

SECTION M EVALUATION FACTORS

M.1 EVALUATION FOR AWARD

The contract will be awarded to the responsible offeror whose offer is most advantageous to the District, 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 the District in making an intelligent award decision based upon the evaluation criteria.

M.2 TECHNICAL RATING

M.2.1 The Technical Rating Scale is as follows:

Numeric Rating	Adjective	Description
0	Unacceptable	Fails to meet minimum requirements; e.g., no demonstrated capacity, major deficiencies which are not correctable; offeror did not address the factor.
1	Poor	Marginally meets minimum requirements; major deficiencies which may be correctable.
2	Minimally Acceptable	Marginally meets minimum requirements; minor deficiencies which may be correctable.
3	Acceptable	Meets requirements; no deficiencies.
4	Good	Meets requirements and exceeds some requirements; no deficiencies.
5	Excellent	Exceeds most, if not all requirements; no deficiencies.

M.2.2 The technical rating is a weighting mechanism that will be applied to the point value for each evaluation factor to determine the offeror's score for each factor. The offeror's total technical score will be determined by adding the offeror's score in each evaluation factor. For example, if an evaluation factor has a point value range of zero (0) to forty (40) points, using the Technical Rating Scale above, if the District evaluates the offeror's response as "Good," then the score for that evaluation factor is 4/5 of 40 or 32.

If sub-factors are applied, the offeror's total technical score will be determined by adding the offeror's score for each sub-factor. For example, if an evaluation factor has a point value range of zero (0) to forty (40) points, with two sub-factors of twenty (20) points each, using the Technical Rating Scale above, if the District evaluates the

offeror's response as "Good" for the first sub-factor and "Poor" for the second sub-factor, then the total score for that evaluation factor is 4/5 of 20 or 16 for the first sub-factor plus 1/5 of 20 or 4 for the second sub-factor, for a total of 20 for the entire factor.

M.3 EVALUATION CRITERIA

All proposals received from Contractor's will be reviewed and evaluated by a committee of qualified Metropolitan Police Department (MPD) personnel. This committee will recommend for selection the proposal which most closely matches the specifications of the Request for Proposal and satisfies the needs of the Department. The following areas of consideration will be used in making the selection:

M.3.1 Technical Proposal Criteria (80 Points Maximum)

M.3.1.1 Demonstrated Experience (15 Points Maximum)

The Contractor must have demonstrated performance and success in the areas of advertised expertise. Proposal must include a minimum of five (5) references including at least two (2) from other jurisdictions within a seventy-five (75) mile radius of Washington D.C. and at least one (1) reference from a jurisdiction/city with a police department of a similar size as the MPD, who can comment on the Contractor's ability to successfully develop written multiple-choice examinations and video file formatted selection tests of a similar complexity level, for law enforcement agencies. Successful past performance includes references' accounts of the firms' ability to: meet deadlines, produce quality job related work products, control costs, and communicate clearly with their clients. Prospective Contractors are encouraged to provide samples of their non-proprietary work in addition to their response to this proposal.

M.3.1.2 Technical Approach (20 Points Maximum)

The Contractor shall provide detailed written descriptions of how both criterion-based validity and a content-based validity strategies will be established throughout the test development processes. The prospective vendor will present a written narrative of the offeror's service delivery including appropriate methodologies and approaches to be used to accomplish the technical components of the requirements in both written and video format.

M.3.1.3 Soundness of Approach (20 Points Maximum)

The Contractor must provide two (2) different draft project plans. The first project plan should illustrate the project scope for the development of three (3) multiple-choice written tests. The first project plan should include a description of the project milestones, the phases, activities, and tasks necessary to achieve the milestones in the test development effort, a description of the effort, supplies, resources, and information necessary to complete each phase, an outline of the staff members responsible for each phase, and a communication plan describing how communication will be maintained between the MPD and the Contractor. The second project plan should illustrate the project scope for the development of video-administered selection assessment tools. The second project plan should include a

description of the project milestones, the phases, activities, and tasks necessary to achieve the milestones in the test development effort, a description of the effort, supplies, resources, and information necessary to complete each phase, an outline of the staff members responsible for each phase, and a communication plan describing how communication will be maintained between the MPD and the Contractor.

M.3.1.4 Qualifications of Staff (10 Points Maximum)

The Contractor must identify key staff that would be available to be interviewed about their potential roles on the projects described within this proposal, be able to provide descriptions of past performance, and be able to provide evidence of their qualifications to perform their assigned capacities. Prospective Contractor should include a CV/resume for each staff member or person designated to represent the prospective Contractor at the client site and/or respond to questions about work products and methodologies and includes an organizational chart of their companies' structure. This includes and is not limited to subcontractor(s) utilized at any point throughout the processes.

M.3.1.5 Professional Standards and Security (15 Points Maximum)

This refers to the Contractor's ability to provide a detailed description of the methods that would be utilized to ensure confidentiality and test security throughout the lifetime of the contract as described in detail in H.11.2.1-21.

Any contract resulting from this Request for Proposal will be awarded to the evaluated responsible concern whose offer is most advantageous to the Metropolitan Police Department (MPD), price and other factors, specified elsewhere in this Request for Quotation, considered. Thus, the above mentioned criteria shall not be determinative of award, but shall be merely used as a guide for intelligent decision-making by the evaluation committee and the Chief of Police in awarding any subsequent contract. The Metropolitan Police Department (MPD) reserves the right to reject any and all quotations determined to be inadequate and unacceptable. The Metropolitan Police Department (MPD) may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the Contractor's best terms from a price and technical standpoint.

The evaluation factors set for above and delineated below will be used to evaluate each response to this Request for Proposal. A maximum of one hundred (100) points is possible in the grading of this evaluation process.

CRITERIA	POSSIBLE POINTS
Demonstrated Experience	15
Technical Approach	20
Soundness of Approach	20
Qualifications of Staff	10
Professional Standards and Security	15
Price	20
Set Aside/Small/Women/DBE	
Evaluated Points	100

M.3.2 Price Proposal Criteria (20 Points Maximum)

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:

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

M.3.3 Preference Points Awarded Pursuant to Section M.5.2 (12 Points Maximum)

M.3.4 Total Points (112 Points Maximum)

Total points will be the cumulative total of the offeror's technical criteria points, price criterion points and preference points, if any.

M.4 EVALUATION OF OPTION YEARS

The District will evaluate offers for award purposes by evaluating the total price for all options as well as the base year. Evaluation of options shall not obligate the District to exercise them. The total District's requirements may change during the option years. Quantities to be awarded will be determined at the time each option is exercised.

M.5 PREFERENCES FOR CERTIFIED BUSINESS ENTERPRISES (CBE)

Under the provisions of the “Small, Local, and Disadvantaged Business Enterprise Development and Assistance Act of 2005”, as amended, D.C. Official Code § 2-218.01 et seq. (the Act), the District shall apply preferences in evaluating 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.5.1 Subcontracting Requirements

If the prime Contractor subcontracts any portion of the work under this contract, the prime Contractor shall meet the following subcontracting requirements:

- M.5.1.1** At least 35% of the dollar volume shall be subcontracted to certified small business enterprises; provided, however, that the costs of materials, goods and supplies shall not be counted towards the 35% subcontracting requirement unless such materials, goods and supplies are purchased from certified small business enterprises; or
- M.5.1.2** If there are insufficient qualified small business enterprises to completely fulfill the requirement of paragraph M.5.1.1, then the subcontracting may be satisfied by subcontracting 35% of the dollar volume to any certified business enterprises; provided, however, that all reasonable efforts shall be made to ensure that qualified small business enterprises are significant participants in the overall subcontracting work.

M.5.2 Application of Preferences

For evaluation purposes, the allowable preferences under the Act for this procurement shall be applicable to prime Contractors as follows:

- M.5.2.1** Any prime Contractor that is a small business enterprise (SBE) certified by the Department of Small and Local Business Development (DSLBD) will receive the addition of three points on a 100-point scale added to the overall score for proposals submitted by the SBE in response to this Request for Proposals (RFP).
- M.5.2.2** Any prime Contractor that is a resident-owned business (ROB) certified by DSLBD will receive the addition of five points on a 100-point scale added to the overall score for proposals submitted by the ROB in response to this RFP.
- M.5.2.3** Any prime Contractor that is a longtime resident business (LRB) certified by DSLBD will receive the addition of ten points on a 100-point scale added to the overall score for proposals submitted by the LRB in response to this RFP.
- M.5.2.4** Any prime Contractor that is a local business enterprise (LBE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the LBE in response to this RFP.

M.5.2.5 Any prime Contractor that is a local business enterprise with its principal offices located in an enterprise zone (DZE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DZE in response to this RFP.

M.5.2.6 Any prime Contractor that is a disadvantaged business enterprise (DBE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DBE in response to this RFP.

M.5.3 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 the equivalent of twelve (12) points on a 100-point scale for proposals submitted in response to this RFP. There will be no preference awarded for subcontracting by the prime Contractor with certified business enterprises.

M.5.4 Preferences for Certified Joint Ventures

When DSLBD 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.5.5 Verification of Offeror's Certification as a Certified Business Enterprise

M.5.5.1 Any Contractor seeking to receive preferences on this solicitation must be certified at the time of submission of its proposal. The contracting officer will verify the offeror's certification with DSLBD, and the offeror should not submit with its proposal any documentation regarding its certification as a certified business enterprise.

M.5.5.2 Any Contractor seeking certification or provisional certification in order to receive preferences under this solicitation should contact the:

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

M.5.5.3 All Contractors are encouraged to contact DSLBD at (202) 727-3900 if additional information is required on certification procedures and requirements.

M.5.6 Subcontracting Plan

If the prime Contractor intends to subcontract under this contract, it must subcontract at least 35% of the dollar volume of this contract in accordance with the provisions of

section M.5.1. The prime Contractor responding to this solicitation which intends to subcontract shall be required to submit with its proposal, a notarized statement detailing its subcontracting plan. Proposals responding to this RFP shall be deemed nonresponsive and shall be rejected if the offeror intends to subcontract in accordance with the provisions of section M.5.1, but fails to submit a subcontracting plan with its proposal. Once the plan is approved by the CO, changes to the plan will only occur with the prior written approval of the CO and the Director of DSLBD. Each subcontracting plan shall include the following:

- M.5.6.1** A description of the goods and services to be provided by SBEs or, if insufficient qualified SBEs are available, by any certified business enterprises;
- M.5.6.2** A statement of the dollar value of the proposal that pertains to the subcontracts to be performed by the SBEs or, if insufficient qualified SBEs are available, by any certified business enterprises;
- M.5.6.3** The names and addresses of all proposed subcontractors who are SBEs or, if insufficient SBEs are available, who are certified business enterprises;
- M.5.6.4** The name of the individual employed by the prime Contractor who will administer the subcontracting plan, and a description of the duties of the individual;
- M.5.6.5** A description of the efforts the prime Contractor will make to ensure that SBEs, or, if insufficient SBEs are available, that certified business enterprises will have an equitable opportunity to compete for subcontracts;
- M.5.6.6** In all subcontracts that offer further subcontracting opportunities, assurances that the prime Contractor will include a statement, approved by the CO, that the subcontractor will adopt a subcontracting plan similar to the subcontracting plan required by the contract;
- M.5.6.7** Assurances that the prime Contractor will cooperate in any studies or surveys that may be required by the CO, and submit periodic reports, as requested by the CO, to allow the District to determine the extent of compliance by the prime Contractor with the subcontracting plan;
- M.5.6.8** A list of the type of records the prime Contractor will maintain to demonstrate procedures adopted to comply with the requirements set forth in the subcontracting plan, and assurances that the prime Contractor will make such records available for review upon the District's request; and
- M.5.6.9** A description of the prime Contractor's recent effort to locate SBEs or, if insufficient SBEs are available, certified business enterprises and to award subcontracts to them.
- M.5.7** **Compliance Reports**

By the 21st of every month following the execution of the contract, the prime Contractor shall submit to the contracting officer and the Director of DSLBD a compliance report detailing the Contractor's compliance, for the preceding month, with the subcontracting requirements of the contract. The monthly compliance report shall include the following information:

- M.5.7.1** The dollar amount of the contract or procurement;
 - M.5.7.2** A brief description of the goods procured or the services contracted for;
 - M.5.7.3** The name and address of the business enterprise from which the goods were procured or services contracted;
 - M.5.7.4** Whether the subcontractors to the contract are currently certified business enterprises;
 - M.5.7.5** The dollar percentage of the contract awarded to SBEs, or if insufficient SBEs, to other certified business enterprises;
 - M.5.7.6** A description of the activities the Contractor engaged in, in order to achieve the subcontracting requirements set forth in section M.5.1; and
 - M.5.7.7** A description of any changes to the activities the Contractor intends to make by the next month to achieve the requirements set forth in section M.5.1.
- M.5.8 Enforcement and Penalties for Breach of Subcontracting Plan**
- M.5.8.1** If during the performance of this contract, the Contractor fails to comply with the subcontracting plan submitted in accordance with the requirements of this contract, and as approved by the contracting officer and the Director of DSLBD, and the CO determines the Contractor's failure to be a material breach of the contract, the CO shall have cause to terminate the contract under the default clause of the Standard Contract Provisions.
 - M.5.8.2** In addition, the willful breach by a Contractor of a subcontracting plan for utilization of certified business enterprises in the performance of a contract, the failure to submit any required subcontracting plan monitoring or compliance report, or the deliberate submission of falsified data may be enforced by DSLBD through the imposition of penalties, including monetary fines of \$15,000 or 5% of the total amount of the work that the Contractor was to subcontract to certified business enterprises, whichever is greater, for each such breach, failure, or falsified submission.
- 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 the District 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 correct invoice or voucher is received in the office specified by the District, 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 the District check.