

**REQUEST FOR PROPOSALS
P40-117**

**THE MARYLAND-NATIONAL CAPITAL PARK AND PLANNING COMMISSION
PARK POLICE PROMOTIONAL EXAMINATION DEVELOPMENT &
ADMINISTRATION**

A Pre-Proposal Conference will be held on December 20, 2019 at 1:00 p.m. The meeting will be held at the M-NCPPC's Executive Office Building, located at 6611 Kenilworth Avenue, Riverdale, Maryland 20737. Representatives of the Commission will be present for the purpose of providing responses to questions regarding this procurement. Although not mandatory, it is strongly recommended that all parties who intend to submit a proposal carefully review this Request for Proposals and attend the Pre-Proposal Conference.

**Written Proposals/Qualifications are to be Received by:
January 16, 2020 at 2:00 p.m.**

All inquiries regarding this proposal request are to be made to:

**Richard Colbert III, Principal Procurement Specialist
(301) 454-1610 phone, (301) 454-1606 fax
Richard.Colbert@MNCPPC.org**

RFP No: RFP 40-117
Proposal Name: Park Police Promotional Examination Development & Administration

Pre-Proposal Conference: **December 20, 2019 at 1:00 p.m.**
M-NCPPC Executive Office Building
6611 Kenilworth Avenue
Riverdale, MD 20737

Deadline for Proposals: **January 16, 2020 at 2:00 p.m.**
Deliver to: Richard Colbert
M-NCPPC Purchasing Division - Suite 300
6611 Kenilworth Avenue
Riverdale, Maryland 20737

One (1) original and five (5) copies, all bound and sealed, must be received as follows. Offerors are requested to confirm that their offers are valid for a period of 120 days after submittal. Delivery of proposals to the Purchasing Division, third floor, Suite 300, may only be made during Commission business hours, 8:00 AM to 5:00 PM, Monday through Friday. The submittal should have the RFP No. indicated on the outside of the package envelope. Proposals delivered to any location other than the Purchasing Division office listed above will not be considered. Oral, telephonic, electronic and facsimile proposals will not be accepted. If a proposal is sent by mail or courier service, the Offeror assumes full responsibility for its timely delivery to the designated location. Proposals received after the date and time specified for receipt of proposals may be rejected and returned unopened. Offerors are to conform to the procurement conditions herein including those for Subcontracting. The proposal shall clearly indicate the proposed sub-Offerors to be utilized to accomplish the Scope of Work.

The Commission is introducing Online Supplier Registration (ez procurement), all Offerors and Sub Offerors must register online with the Commission to receive a Vendor number. The online link is www.mncppc.org/register.html. We are no longer using the Vendor information form and any previously assigned Vendor number is no longer valid. Any questions regarding the online Vendor registration should be made to (301) 454-1600.

All inquiries regarding this proposal are to be made to Richard Colbert, Principal Procurement Specialist, 301-454-1610. After the Pre-Proposal Conference, questions may be received via facsimile 301-454-1606, or e-mail, Richard.Colbert@MNCPPC.org.

Richard Colbert
Principal Procurement Specialist

Request for Proposal No.:

RFP 40-117

Proposal Name:

Park Police Promotional Examination Development &
Administration

Proposal Schedule of Events

Event	Schedule (Due Date)	Responsible Party
Pre-Proposal Conference	12/20/2019	M-NCPPC
Questions submitted by Offerors	12/2/2019	Offerors
Written proposals submitted	1/16/2020	Offerors
Proposal Evaluations	1/16/ – 1/31/2020	M-NCPPC
Oral Presentations (if necessary)	TBD	M-NCPPC and Offeror
Offeror Selection	2/2020	M-NCPPC
Final Negotiations and Contract Administration	2/2020	M-NCPPC and Awarded Offeror
Contract Start Date	3/2020	M-NCPPC and Awarded Offeror

REQUEST FOR PROPOSALS

RFP 36-103

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Part I: General Information and Instructions

PART I. GENERAL INFORMATION AND INSTRUCTIONS

A. PRE-SUBMISSION INFORMATION

Examination of Proposal Documents

Offerors must examine all of the solicitation documents very carefully and must tailor their proposal to the location and requirements of the proposed work. The submission of a proposal indicates that the Offeror thoroughly understands all of the terms and conditions, instructions, notices, and specifications of the proposal.

Commission Assistance in Proposal Preparation

Commission staff will not assist any Offeror or Offeror's agent in the actual preparation of the proposal. Offerors or their agents will not be permitted to use Commission telephones or other facilities in the preparation of the proposal.

Interpretation of Proposal Documents and Correction of Proposal Documents

Should a Offeror require an interpretation or clarification of any provisions of the RFP documents or related information provided by the Commission, or believe that there is an ambiguity, error, inconsistency or discrepancy in these documents or information, the Offeror must notify the Commission in writing at least five (5) working days prior to the date set for receipt of proposals.

An Offeror who fails to request any such interpretation or clarification waives any claim for additional cost or time spent addressing any ambiguity, error, inconsistency or discrepancy in any such documents or information which is found to have been apparent at the time of receipt of proposals.

All interpretations, clarifications, corrections, changes or other directions related to these requests of Offerors will be provided in writing by the Commission and sent to all prospective Offerors who obtained copies of the documents and information from the Commission.

Extension of Proposal Opening

The Commission may extend the proposal opening date at its option. If the date is extended, the Commission will notify all prospective Offerors who have obtained copies of the proposal documents from the Commission.

Response to Solicitations

In the event a firm does not submit a proposal on this solicitation, the firm should respond with an explanation as to why the firm is unable to do so. Because of the large number of firms listed on the Commission's bidders list, it may be necessary to delete from this list the name of those firms that repeatedly fail to respond to Commission solicitations for proposals. The return of a "No Proposal" is not considered a failure to respond.

B. GENERAL INSTRUCTIONS

Submitting Questions

All inquiries regarding this proposal request must be submitted in writing no later than **January 9, 2020** via email to: **Richard.Colbert@mncppc.org**

Preparation and Submission of Proposals

Responses must be submitted in hard copy no later than **January 16, 2020 at 2:00 p.m.** to:

The Maryland National Capital Park and Planning Commission
6611 Kenilworth Avenue
Purchasing Division - Suite 300
Riverdale, Maryland 20737

One (1) original and five (5) copies of both volumes bound and sealed must be received by the above referenced date and time. The proposal must be:

- Initialed by the Offeror where there are erasures or other changes in the proposal. Signed in ink by authorized principals with the Offeror's legal name fully stated. Corporations must give the state in which incorporated, using phrase "A Corporation organized under the laws of the State of _____". Partnerships must give names of partners using phrase "Co-partners, doing business under the firm name of _____". Individuals using a trade name must give the individual name, using phrase "An individual doing business under the trade name of _____".
- Submitted in accordance with the format as specified in the section titled Proposal Content and Format (see Part IV). Proposals may be submitted as the Offeror may determine, but the proposals must follow the prescribed format as to the requirements of content and order of content.
- Fully completed by the Offeror, including all information requested and any attachments that may be required.
- Enclosed in a sealed envelope, the face of which shall indicate the RFP Number, time, and date of opening, and title of the proposal.
- Received on or before the time, date and at the location specified in the RFP.
- Confirmed by Offeror to be valid for a period of 120 days after submittal.

Delivery of proposals to the Purchasing Division may only be made during Commission business hours, 8:00 AM to 5:00 PM, Monday through Friday. Proposals delivered to any location other than the Purchasing Division office listed above will not be considered. **Oral, telephonic, telegraphic and facsimile proposals will not be accepted.** If a proposal is sent by mail or courier service, the Offeror assumes full responsibility for its timely delivery to the designated location. **Proposals received after the date and time specified for receipt of proposals will not be accepted and returned unopened.** Offerors are to conform to the procurement conditions herein including those for Subcontracting.

The proposal shall clearly indicate the proposed sub-Offerors to be utilized to accomplish the Scope of Work. **(If applicable)**

Receipt and Opening of Proposals

Proposals received prior to the date and time specified for the receipt of proposals will be securely kept, unopened. The Commission representative, whose duty it is to open the proposals, will decide when the specified opening time has arrived.

If the Offeror to whom an award is made should fail to execute the contract or deliver any insurance certificates within the time specified:

1. The award may be annulled, and the project awarded to the Offeror ranked second under the evaluation criteria, who shall be required to fulfill all stipulations as if such Offeror were the original Offeror to whom the award was made, or
2. The Commission may reject all remaining proposals.

The Commission reserves the right, when reviewing proposals for award, to waive minor informalities or irregularities in the proposals and in the proposing procedure. The Offeror to whom the award is made will be notified at the earliest possible date. The Commission reserves the right to reject any or all proposals and to reject any or all optional items included in the proposal.

In the event that the Commission offices are closed due to weather or other contingencies, the proposals will be accepted until 10:00 a.m. on the first full Commission business day following the last designated closing date.

C. BID PROTESTS

Any actual or prospective Offeror who is aggrieved in connection with the solicitation of bids or award of a purchase may protest to the Commission's Purchasing Manager. Protesters are urged to seek resolution of their complaints initially with the Purchasing Manager. A protest related to a Request for Proposals shall be submitted in writing prior to the closing date for the proposals, unless the aggrieved person did not know and should not have known of the facts giving rise to such protest prior to closing date for proposals. The protest shall be submitted in writing and received within 10 calendar days after such aggrieved person knows or should have known of the facts giving rise to the protest. The protest must include:

- the name and address of the protester;
- identification of the solicitation or purchase;
- statement of reasons for the protest;
- any supporting documentation to substantiate the claim made, unless the documentation is not available within the protest delivery time, in which instance the expected date the material will be available is to be stated; and
- the remedy sought.

The Purchasing Manager shall, upon written request, make available to the protester information submitted that bears on the substance of the protest except where information is proprietary or otherwise confidential.

The protester shall submit any additional information requested by the Purchasing Manager within five calendar days after receipt of the request for such information. Failure of the protester to respond to a request for information may result in the resolution of the protest on the basis of available information.

The decision of the Purchasing Manager shall be final and conclusive; unless fraudulent, or:

1. Within ten (10) calendar days from receipt of the written decision, the protester mails or otherwise furnishes a written appeal to the Executive Director, or
2. Any person adversely affected by the decision commences an action in court. The decision of the Executive Director shall be final and binding.

The decision of the Executive Director shall be final and binding.

D. ETHICS IN PROCUREMENT

By submitting a Proposal, the Offeror agrees to adhere to the Commission's policy on ethics in purchasing. This policy prohibits any person from offering, giving, or agreeing to give any Commission employee or former Commission employee a gratuity or an offer of employment in connection with any aspect of Commission procurement. Further, payment or offers to pay contingent fees related to procurement of Commission purchases are prohibited except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business. Potential Offerors are urged to review the ethics policy in detail. Copies may be requested from the Purchasing Division by calling: (301) 454-1600.

Specifications

All work must be furnished in accordance with the Scope of Work section of the RFP, Part III.

Payment

Payment will be made by the Commission after acceptance of the work and submission by the Offeror of a properly prepared invoice.

Completion of Work

Upon award of the proposal, Offeror must be prepared to complete/deliver the work within the time stated in the proposal.

Anti-Discrimination Program

By submitting a proposal, an Offeror shall understand and agree to:

- Not discriminate against minority, female and disabled-owned firms (MFDs) in the selection of sub-Offerors on Commission contracts. For contracts with subcontracting opportunities, Offerors are required to provide MFDs the opportunity to submit proposals as sub-Offerors and to award those MFDs submitting low proposals the subcontracts unless there are legitimate reasons not to do so.
- On certain contracts, the Commission will require Offerors to submit standard forms with the proposals that indicate how they have complied with the subcontracting non-

discrimination requirements. The Special Conditions section, Part VI of the RFP, specifies whether these forms must be submitted.

- Not discriminate against MFDs in their performance of work as sub-Offerors on Commission contracts.
- Submit forms verifying payment to sub-Offerors throughout the course of a contract.
- Not discriminate against any employee or applicant for employment because of age, sex, race, creed, disability or national origin. If a firm is determined by a final order of an administrative agency or a court to be in violation of federal, state or county non-discrimination laws, any agreement entered into by the Commission with a firm may be terminated or suspended in whole or in part by the Commission, and the firm may be debarred from proposing on future contracts with the Commission.

This RFP has significant subcontracting opportunities and, therefore each Offeror demonstrate compliance with the Commission's Non-Discrimination in Subcontracting Program. **An MFD subcontracting level of participation of ten percent (10%) has been established for this RFP.** A Non-Discrimination in Subcontracting Bid Form must be completed and signed by an authorized person in order to be deemed responsive.

The subcontracting non-discrimination program shall apply not only to the initial contract award, but also to certain major change orders and amendments that serve to increase the dollar value of the initial contract.

Any violation of the Commission's Anti-Discrimination Program may result in suspension or debarment of the violator as well as other civil or administrative remedies. A minority-owned business is any entity that engages in commercial transactions and is at least 51 percent owned and controlled by one or more individuals from the following groups: African Americans (all persons having origins in and of the black racial groups of Africa), Hispanics (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race), Asians or Pacific Islanders (all persons having origins in any of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands), and Native Americans (all persons of American Indian, Aleut, Eskimo or Native Hawaiian background).

A female-owned business is any entity that engages in commercial transactions and is at least 51 percent owned and controlled by one or more women. A disabled-owned business is any entity that engages in commercial transactions and is at least 51 percent owned and controlled by persons with physical or mental impairment that substantially limits one or more of the major life activities of the individual, as defined in the Americans with Disabilities Act (ADA) of 1990.

Part II: Project Background

PART II. PROJECT BACKGROUND

A. MARYLAND-NATIONAL CAPITAL PARK AND PLANNING COMMISSION

For more than 90 years, The Maryland-National Capital Park and Planning Commission (M-NCPPC) has been recognized as a high quality, professional, well-managed government organization providing local planning, parks and recreation services in the bi-county area of Prince George's and Montgomery Counties in Maryland. Among residents aware of the Commission's services, satisfaction levels are high. A large percentage of bi-county residents, however, remain unaware of the services, programs and facilities the Commission provides.

B. PROJECT CHARTER

Background

The Maryland-National Capital Park and Planning Commission (M-NCPPC), is soliciting proposals from qualified, experienced Consultants for the purpose of conducting job analyses, developing and administering written examinations and assessment center exercises for promotions to the ranks of Park Police Sergeant, Lieutenant, and Captain. Candidates will compete for promotion to positions in the Park Police Divisions for Montgomery and Prince George's Counties, Maryland.

The Maryland-National Capital Park Police Divisions, in conjunction with the Human Resources Division, are responsible for the preparation and administration of the promotional examination process. The complete process will consist of written examinations and assessment center exercises. Approximately 70 officers may be eligible to take the examinations for promotions as follows: Officer IV to the rank of Sergeant, Sergeant to the rank of Lieutenant, and Lieutenant to the rank of Captain.

The estimated number of eligible candidates (for assessment) by rank is as follows:

- Prince George's County
 - Captains (3)
 - Lieutenants (11)
 - Sergeants (18)

- Montgomery County
 - Captains (3)
 - Lieutenants (11)
 - Sergeants (15)

About the Maryland-National Capital Park and Planning Commission

M-NCPPC is a bi-county agency empowered by the State of Maryland in 1927 to acquire, develop, maintain and administer a regional system of parks within Montgomery and Prince George's Counties, and to provide land use planning for the physical development of Prince George's and Montgomery counties. In addition, the agency gained responsibility for the public recreation program in Prince George's County in 1970. The governing body of M-NCPPC consists of 10 members, 5 appointed by Montgomery County and 5 by Prince George's County.

The Commission coordinates and acts on matters of interest to both counties and meets at least once a month. The members of the Commission from each county serve as separate Planning Boards to facilitate, review and administer the matters affecting their respective counties. M-NCPPC administers a park system of more than 52,000 acres. It is composed of stream valley parks, large regional parks, neighborhood parks and park-school recreation areas. Its staff of career employees includes planners, park and recreation administrators, park police and administration staff.

Part III: Scope of Work (SOW)

PART III. SCOPE OF WORK (SOW)

A. WORK STATEMENT/SPECIFICATIONS

The Maryland-National Capital Park and Planning Commission, is seeking to contract for the following services under the conditions provided below:

1. Perform job analyses for the ranks of Park Police Sergeant, Lieutenant, and Captain. The analyses should include, but not be limited to the following:
 - a. Review of class specification and/or position descriptions.
 - b. Survey and interview incumbents in each rank.
 - c. Observation of personnel in each rank in the performance of their assigned duties.
 - d. Provide a comprehensive job analysis report consistent with professional and legal guidelines.
2. Based upon the job analyses, develop and administer written examinations and assessment center exercises as appropriate for the ranks of Park Police Sergeant, Lieutenant, and Captain. There are two Park Police Divisions, one each in Prince George's and Montgomery Counties. One examination process will be developed and administered to candidates from both Divisions.

B. EXAMINATION REQUIREMENTS

1. Written Examination - Park Police Sergeant
 - a. The subjects/areas to be covered in the written examination from which the test questions are drawn may include, but not be limited to: 1) general knowledge of the Commission's operations and all relevant regulations (Merit System Rules and Regulations, current Fraternal Order of Police Bargaining Agreement), 2) Maryland Law Enforcement Officers' Bill of Rights (Park Police General Orders), 3) State of Maryland Criminal and Traffic Codes and 4) two contemporary comprehensive documents on general police administration.
 - b. Develop a pool of assorted questions and answers from the identified resource materials. The most appropriate questions and answers from the pool will be assembled into the examination document and administered to the candidates as the promotional written examination.
 - c. Eligible officers will be given an examination preparation guide with sample questions and a reading list of the resource documents for subjects/areas to be covered four to six weeks prior to the date of the examination.

- d. Prior to issuing the reading list for the examination, the contractor will coordinate with publishers or distributors of the chosen textbooks/publications to ensure that they are available for immediate purchase by competing officers.
- e. The determination of how detailed each subject will be covered in the examination, and the advance test preparation time, shall be made by the Human Resources Director, Park Police Chiefs, and the Consultant after the job analyses have been completed.
- f. Develop a written examination that consists of multiple choice, and true/false questions.
- g. All officers who complete the written examination shall be given an opportunity to review and discuss the graded examination with the Consultant. This review is optional for the officers and must be conducted before the commencement of assessment center exercises. Credit for responses to questions may be adjusted by the Consultant after the review and discussion process.

2. Written Examination - Park Police Lieutenant

- a. The subjects/areas to be covered in the written examination from which the test questions are drawn may include, but not be limited to, 1) general knowledge of the Commission's operations and all relevant regulations (Merit System Rules and Regulations, current Fraternal Order of Police Bargaining Agreement, Park Police Divisional Directives), 2) State of Maryland Criminal and Traffic Codes, and 3) contemporary comprehensive documents on Police Administration, Human Relations, Patrol, and Supervision.
- b. Develop a pool of assorted questions and answers from the identified resource materials. The most appropriate questions and answers from the pool will be assembled into the examination document and administered to the candidates as the promotional written examination.
- c. Eligible officers will be given an examination preparation guide with sample questions and a reading list of the resource documents for subjects/areas to be covered before the date of the examination.
- d. Prior to issuing the reading list for the examination, the Consultant will coordinate with publishers or distributors of the chosen textbooks/publications to ensure that they are available for immediate purchase by competing officers.
- e. The determination of how detailed each subject will be covered in the examination, and the advance test preparation time, shall be made by the Human Resources Director, Park Police Chiefs, Division Chiefs and the Consultant after the job analyses have been completed.

- f. Develop a written examination that consists of multiple choice, and true/false questions.
 - g. All officers who complete the written examination shall be given an opportunity to review and discuss the graded examination with the Consultant. This review is optional for the officers and must be conducted before the commencement of assessment center exercises. Credit for responses to questions may be adjusted by the Consultant based upon the review and discussion process.
3. Written Exercise - Park Police Captain
- a. Based upon contemporary policing practices, develop a detailed written report and/or analysis exercise and administer to the officers. Determination of subject(s) to be covered shall be made by the Human Resources Director, Park Police Chiefs, Division Chiefs and the Consultant after the job analyses have been completed.

C. TEST REQUIREMENTS AND SCORES

1. Sergeant

The procedure for promotion to the rank of Sergeant shall consist of the candidate's participation in a written examination and assessment center exercises. The written examination shall be administered as the first phase of the promotional process. A minimum passing score on the written examination of sixty percent (60%) will be necessary for the officer to continue in the process. The written examination shall constitute fifty percent (50%) of the total promotional score. The assessment center shall constitute fifty percent (50%) of the total promotional score. A cumulative overall promotional score (written examination and assessment center) of at least sixty percent (60%) shall be required for a candidate to be placed on the promotion eligibility list.

2. Lieutenant

The procedure for promotion to the rank of Lieutenant shall require the competing candidates to complete the written examination and all designated assessment center exercises. The written examination shall constitute thirty percent (30%) of the total promotional score. The assessment center shall constitute seventy percent (70%) of the total promotional score. The aggregate scores from the written examination and assessment center is the promotional score. Based on the promotional score, all candidates who completed the written examination and all designated assessment center exercises will be placed on the promotion eligibility list.

3. Captain

The procedure for promotion to the rank of Captain shall require the competing candidates to complete the written exercise and all designated assessment center

exercises. The written exercise shall constitute thirty percent (30%) of the total promotional score. The assessment center shall constitute seventy percent (70%) of the total promotional score. The aggregate scores from the written exercise and assessment center is the promotional score. Based on the promotional score, all candidates who completed the written exercise and all designated assessment center exercises will be placed on the promotion eligibility list.

D. CONSULTANT RESPONSIBILITIES

1. The Assessment Center

The assessment center for Sergeant, Lieutenant and Captain may include, but not be limited to the following exercises:

- a. Group Discussion
- b. Role Play
- c. Written Report or Analysis
- d. In-Basket Exercise
- e. Oral Presentation

E. SCHEDULE OF ACTIVITIES

1. Requirements

- a. The promotional examination development process will commence upon the execution of the contract.
- b. The reading list of resource documents for the written examinations will be available for distribution to eligible officers before the activities begin.
- c. Administer written examination and conduct officer review.
- d. Written examination scores and invitations to the assessment center will be available before the assessment center activities begin.
- e. All written examination and assessment center exercises must be completed no later than sixty (60) days after commencement of the process. The timing starts when the Commission announces the first orientation to the last date of the actual Assessment Center.

2. Briefings and Meetings

At the beginning of the project, the Consultant shall meet with the Human Resources Director, Division Commanders and designated staff from the Human Resources Division and the Park Police Divisions. The Consultant will be briefed upon and must understand the idiosyncrasies as well as similarities of each of the two Divisions. During the briefing, the Consultant must be prepared to discuss an action plan for performing the

job analyses. The Consultant must confer with the Human Resources Director as often as necessary during the period of contract performance to assure the progress of the work.

3. Guidelines and Forms

Consultant will provide, develop, and reproduce all materials related to rating guidelines, assessor forms to record and evaluate candidate scores, the written examination, and performance records in the approved exercises of the assessment center.

4. Assessors

Ensure that the assessors chosen to participate in the assessment center shall be experienced assessors, not be officers of the Maryland-National Capital Park Police but shall be chosen from other police agencies. While serving as an assessor, the officer shall hold within his/her own agency at least a comparable rank to the rank of Park Police Sergeant, Lieutenant, or Captain. Assessors should be selected on the basis of their expertise. The Consultant may recommend assessors to participate in the assessment center. The list of individuals recommended to serve as assessors may be reviewed by the Division Commanders prior to their selection. Non-police assessors are limited to one-half of the assessors in any component or exercise of the assessment center. All individuals selected to serve as assessors must be approved by the Human Resources Director. Assessors will not be compensated by the Maryland-National Capital Park and Planning Commission.

5. Assessor Training

Consultant will develop appropriate training materials for the assessors which will include overviews of the Commission's (M-NCPPC) structure and operations, the position classifications for the ranks of Park Police Sergeant, Lieutenant, and Captain, and the assessment center concept. Training will also include practice and feedback sessions using the approved exercises, rating procedures and forms, practice sessions in observing, recording, evaluating behavior, and scoring methods for each of the exercises to be utilized. Consultant will ensure that each assessor is fully trained/qualified prior to commencement of the assessment center activities.

6. Officer Orientation

Each eligible officer's name must be included on a division's list of pre-qualified officers. The Human Resources Division will provide a list of eligible officers to the Consultant before the commencement of the orientation. Each officer must provide proper identification and sign an attendance log prior to admittance to the orientation. When these conditions are met, the Consultant will provide each officer with specific information regarding the content and process for both the written examination and the assessment center. This orientation will also include, but not be limited to; the objectives of the written examination and the assessment center, requirements to participate, evaluation of performance, and the feedback process. Officers will be encouraged to

complete all segments of the examination process. All participating Officers will be advised that the assessors are not employees of the Maryland-National Capital Park and Planning Commission.

7. Administration

In order for an officer to participate in the written examination, written exercise, and assessment center, the officer's name must be included on a list of pre-qualified individuals provided by the Human Resources Division. Each officer must provide proper identification for admittance. The written examination, written exercise, and assessment center activities will be conducted on separate days for each competing rank as follows: On the first day, the written examinations will be conducted. At the completion of the written examination, and after the optional review period, the Consultant will provide each candidate with his/her score in writing. Candidates who have passed the written examination or exercise will be provided with a written invitation and instructions to participate in the assessment center exercises, (see Requirements and Scores). The Consultant will prepare a written record of all the scores for the participants. On the second day, the Consultant and the assessors will report to the address where the assessment center exercises will be conducted. The Consultant will administer the assessment centers.

8. Officer Feedback

Written feedback will be provided to all candidates on an individualized basis of personal strengths and weaknesses with recommendations on how to improve deficiencies. Subsequent to the completion of the assessment center exercises, each officer who participated in the center will be provided a written evaluation of his/her performance in the assessment center within five (5) workdays after the Consultant has completed summary activities. The Consultant will prepare a written record of all scores. Telephone discussions with a candidate may be made available upon the officer's verbal request to the Consultant. The Human Resources Director shall be advised in writing of all such requests.

9. Security

The Consultant will be held responsible for developing and implementing security procedures which are acceptable to the Commission to safeguard the promotional examination activities and materials. All materials related to the job analysis, examination development, training for assessors, officer orientation, administration and results of the examinations will be the property of the Maryland-National Capital Park and Planning Commission.

10. Workspace

Based on the Consultant's recommendation, the Human Resources Division will make arrangements for the necessary facilities to conduct the written examinations, assessment

center exercises, and related activities. For the assessment center's in-basket exercises, the Commission is requiring writing intensive exercises to be completed electronically with computers and printed on printers provided by the Commission in which the Consultant will be held responsible for developing such a procedure and process.

11. Summary Activities

Consensus meetings and scores from all assessors should be completed and made available to the Human Resources Division within three (3) workdays after the completion of assessment center exercises. Within thirty (30) calendar days after completion of the promotional examination activities, the Consultant will be expected to provide the Commission with an evaluation and summary of all examination results. The Consultant will be held responsible for reporting on all aspects of the examination process, including, but not limited to the development of the written examination and approved assessment center exercises; assessor training; officer orientation; administration/coordination; assessor reports and consensus results; and production of final evaluation reports and numerical ratings.

The Consultant's summary written report to the Commission will include detailed information about the development processes for the job analysis as well as information about officers' scores. The Consultant will turn over the master for all the written examinations as well as the answer sheets to the Commission for retention. The Consultant will provide the Commission with all guidelines and agendas for the assessor training and officer orientation sessions, as well as a comprehensive description of how the sessions were conducted.

12. Legal Challenges

The Consultant must remain available to assist the Commission for ninety (90) calendar days following the completion of the promotional examination activities to provide testimony and assistance in the event of legal challenges relevant to the examination process. For an additional cost based on hourly rates submitted in response to this RFP, the Consultant must remain available to assist the Commission with challenges beyond the ninety (90) day period following the completion of the examination activities.

F. ADDITIONAL INFORMATION

Historically, the Commission has been responsible for selecting the testing site for the written examination portion of the promotion. Additionally, the Commission has been responsible for obtaining space for the assessment centers and accommodations for the assessors that serve in the assessment center. It is the intention of the Commission to continue to obtain space to serve as the testing site for the written portion of the promotion and the space for the assessment centers and accommodations for the assessors that serve in the assessment center.

The Commission is currently in a Collective Bargaining Agreement that does not allow for significant changes to the promotional process. As a result, the Commission is not able to entertain proposals for an alternate methodology (i.e., videotaping of assessment centers for later scoring) at this time.

Part IV: Proposal Content and Format

PART IV. PROPOSAL CONTENT AND FORMAT

A. PROPOSAL GENERATION

Offerors shall be responsible for all costs incurred in the development and submission of this proposal. The Commission assumes no contractual obligation as a result of the issuance of this RFP, the preparation or submission of a proposal by the evaluation of an accepted proposal, or the selection of finalists. The Commission shall not be contractually bound until the Commission and the successful Offeror have executed a written contract for performance of the work.

B. PROPOSAL SUBMISSION

Offerors responding to the Request for Proposals must submit six (6) copies (an original and five copies) of both volumes, bound and sealed proposal. Proposals shall include sufficient detail for the evaluation panel to effectively assess what the Offeror proposes and the Offeror's expertise and capability to provide the service(s) as stated in this solicitation. Proposal sections and pages must be appropriately numbered and submitted with the following contents and in the following format:

C. CONTENTS AND FORMAT

The written proposal will consist of two volumes including:

Volume One: Technical Proposal

Tab 1. Cover Letter and Profile: Provide the below information relative to your firm. If you are proposing to subcontract some of the proposed work to another firm, similar information must be provided for each sub-contractor:

- a. Firm name and business address, including telephone, e-mail, and contact name;
- b. Year established (include former firm names and year established, if applicable);
- c. Type of ownership and parent company, if any. Subsidiary companies shall also be identified;
- d. Brief history of the firm and summary of specialty areas; and
- e. Organizational structure for this project, including sub-Offerors.

Tab 2. Offeror's Key Personnel and Experience: Identify the persons who will make up the contract team. Provide titles and an organizational chart. Include resumes for each proposed person, emphasizing their experience in performing studies of this nature, type and size. The key personnel proposed hereunder must possess a minimum of five years' experience with (a) conducting job analyses, and (b) developing and administering examinations and assessment center exercises for rank of Park Police Sergeant, Lieutenant, and Captain. If you are proposing to subcontract some of the proposed work to another firm, similar information must be provided for each subcontract. Please provide a description of the projects and contact information for reference purposes for each named person. Include the name of the proposed Project Coordinator

who will represent the Offeror. Delineate the experiences of the Project Coordinator as it relates to studies of this size, nature and type. Provide a resume for the Proposed Project Coordinator.

Tab 3. Offeror's Experience and References: Provide an outline of the firm's experience in performing services similar in nature, type and scope. This experience must include at least five years performing on contracts of this type. Offeror must also supply a minimum of two references, for projects completed, within the last 5 years, which were similar in scope. Include the name of the project, contact name and telephone number. The Offeror must identify the local office assigned this project.

Tab 4. Understanding of the Project and Proposed Methodology: Describe your understanding of the objectives of the project, preferred conceptual approach, and methodology proposed to achieve those objectives.

Review the major facts or features of the scope, including any conclusions, assumptions and recommendations. Provide a complete project work plan, together with a proposed timeline. At a minimum, include all the tasks described in the Scope of Work above, with details of how they are to be supported and the designation of team members proposed to complete each task.

Provide a detailed project schedule, identifying all required meetings and work session with Commission staff, all on-site activities, task durations and project milestones.

Tab 5. Forms:

1. Proposer's Affidavit of Qualification to Bid
2. Subcontracting Utilization Report
3. Non-Discrimination in Subcontracting
4. Non-Collusive Affidavit
5. Metropolitan Washington Council of Governments Rider Clause
6. Insurance Checklist

Tab 6. Alternative Solution (Optional): Provide a detailed alternative solution to the Commission's promotional testing requirements that would make all written tests, exercises, and assessment center portion submissions electronic. At minimum, describe:

- Alternative solution process/procedures
- Procedures to verify test takers credentials
- Description and security features of software/program being offered
- Key personnel required
- References of where this solution has been implemented

Volume Two: Price Proposal (must be submitted separately)

1. The pricing schedule must be submitted in a separate envelope clearly marked with the RFP Name and Number, and your company name.

2. Pricing Schedule: The Consultant shall itemize costs on the pricing schedule provided herein and provide an all-inclusive total lump sum fee. The Consultant shall include itemized costs and expenses for each labor classification, task/deliverable, project team meeting, and stakeholder presentation listed in the proposal. The quoted fee proposal shall include all incidental costs including, but not limited to, travel, priority mail, binding, photocopying, faxing, photographs, internet service, telephone calls, and supplies/materials as needed to complete the project requirements.

If the proposal includes subcontracting for part of the work, the Consultant shall provide a breakdown of the prime costs and the subcontractor costs by Task/Deliverable. The Consultant shall include a proposed payment schedule consistent with the project deliverables and tasks as listed above. Consultants' fee proposal must be guaranteed firm for a minimum of one hundred eighty (180) days, and if awarded a contract, for the duration of the project. **THERE WILL BE NO REIMBURSEMENT OF ADDITIONAL EXPENSES—ALL PROPOSED COSTS (ITEMIZED COSTS AND TOTAL LUMP SUM FEE) MUST BE ALL-INCLUSIVE.**

If the Consultant includes a response to *Tab 6, Alternative Solution*, a second Pricing Schedule shall be submitted labeled *Alternative Solution*. **ALL PROPOSED COSTS (ITEMIZED COSTS AND TOTAL LUMP SUM FEE) MUST BE ALL-INCLUSIVE.**

Part V: Evaluation Criteria

PART V. EVALUATION CRITERIA

The selection process to secure an Offeror will utilize an evaluation committee established by the Commission. After initial proposal review, the committee may request supplemental discussion, presentation, or clarification of the Offerors proposal to determine the best solution for the Project. Oral presentations, if requested, will be conducted by the evaluation committee. Special audio or visual presentation materials may be required. The selected firm(s) should be prepared to answer questions regarding all aspects of their proposals. Key project team members should be present at the oral presentation and be able to respond to questions from the evaluation committee. Firms that are selected for the interviews will be notified at least five (5) working days prior to the date and time of the interview. However, the Commission reserves the right and advises that an award may be made without discussion. Therefore, the initial proposal shall provide the evaluation panel with sufficient information to recommend an award without discussion.

Proposals will be evaluated using the following criteria:

- Qualifications/Experience in development of Park Police Promotional Examination/References of Offeror's Key Personnel and Sub-consultants to be assigned to this project. **(0-40 points)**
- Proposed Methodology and Procedures to perform the work. **(0-35 points)**
- Fee Schedule (with hourly rates by job classification) **(0-25 points)**

Part VI. Special Conditions

PART VI. SPECIAL CONDITIONS

- A. **Contract Term.** The initial term of this contract shall be for three (3) year. Price increases during the first contract period will not be considered. At the sole discretion of the Commission, the Commission has the right to extend the contract for a period of one additional two (2) year periods. Requests for price increases during the initial contract term will not be considered. For any renewal period exercised by the Commission, a request for price adjustment, must be requested sixty (60) days prior to expiration of Contract, and may not exceed the amount of the annual percentage change of the Consumer Price Index (CPI) for the twelve-month period immediately prior to the date of the request. The maximum price adjustment shall be based upon the CPI for all urban consumers issued for the Washington, DC Metropolitan Area by the United States Department of Labor, Bureau of Labor Statistics. A price adjustment may only be approved prospectively by a written Contract amendment executed by the Executive Director or his/her designee. The price increase for any Contract extension(s), if approved, shall be effective for that renewal contract period.

Assessment centers will be administered by the vendor every eighteen to twenty months and the first testing process as a result of this RFP and subsequent contract will take place the week of May 19th; however, at least 5-6 weeks prior to this date, the vendor will assist with eligibility testing, orientation, and other activities at another location, i.e. Sports & Learning Complex; proposing that all activities begin by April 14th.

During the term of this contract, the Offeror will develop and administer at least three (3) written examinations/exercises and assessment centers.

- B. **MFD Subcontracting Participation.** This procurement has significant subcontracting opportunities and, therefore, each Offeror must demonstrate compliance with the Commission's Nondiscrimination in Subcontracting Program.

MFD subcontracting participation for this procurement has been recommended at 10%.

A Nondiscrimination in Subcontracting Form must be completed and signed by an authorized person in order to be deemed responsive to this RFP. (Appendix 4C-3)

- C. **Subcontracting or Assignment.** The proposal shall clearly indicate the proposed subcontractors to be utilized to perform the Scope of Services described herein. Once a contract has been awarded to the successful Offeror, no proposed subcontractor shall be changed, without written approval of the Commission's Contract Manager. Any proposed substitution must be with persons and/or firms of equal or comparable experience and education.

- D. **Draft Contract.** Attached in the Attachment section is a sample contract. Offerors are asked to review the sample contract and submit with their proposals any objections to the contract. If no objections are submitted with the proposal, the successful Offeror will be required to sign a final contract within seven (7) calendar days after notification of award.

E. Insurance Requirements. The Offeror shall be required, simultaneously with the execution of the contract, to furnish the Contract Administrator satisfactory proof of insurance required by the Insurance Checklist. In addition to the general insurance requirements described in the Checklist, the Offeror must maintain in full force and effect Professional Liability Insurance.

F. Confidentiality of Commission Materials/Information. The Offeror agrees to hold all materials and information belonging to the Commission in strictest confidence and not to make use thereof other than for the performance of contractual obligations, to release it only to employees requiring such information and not to release it to or disclose it to any other party.

Any information of a restricted nature provided to the Offeror by the Contract Administrators or his designee in the course of Contract implementation shall be handled in accordance with restrictions placed thereon by the Contract Administrator. Information or documents given to or generated by the Offeror in the course of contract implementation shall be considered restricted information and subject to handling and dissemination restrictions as specified herein and/or as specified by the Contract Administrators.

The Offeror shall indemnify and save harmless the Commission, its officers, agents and employees, from all liability which may be incurred by reason of dissemination, publication, distribution or circulation, in any manner whatsoever, of any information, data documents, or materials pertaining in any way to this contract by the Offeror, its agents or employees.

G. Right of Ownership. All material and work items produced by the Offeror and any sub-Offerors shall be the sole property of the Commission. Under no circumstance shall the selected Offeror use or disseminate this information, in any form to any outside parties.

H. Official Records. The Offeror agrees that none of the Commission's records will be removed from the Commission's premises.

I. Debriefing of Unsuccessful Offerors. Upon written request made within fifteen (15) calendar days after contract award, the Purchasing Office will provide any unsuccessful Offeror with a discussion of the Commission's evaluation of its proposal, citing the deficiencies and weaknesses. Point-by point comparisons with the proposals of others will not be made. Debriefings will not include discussions of information contained in other Offeror's proposals.

J. Payment Schedule. The Offeror is expected to invoice the Commission for its services in a manner consistent with the progress of the project and the work completed.

K. Contract Award. It is the Commission's intention to award one contract. The Commission also reserves the right to not award any contract(s) as a result of this RFP.

L. Complete Services/Products. The successful Offeror shall be required to (a) furnish all tools, equipment, supplies, supervision, transportation, and other accessories, services, and facilities necessary to complete the work; (b) furnish all materials, supplies, and equipment specified and required to be incorporated in and form a permanent part of the completed work; (c) provide and perform all necessary labor; and, (d) perform and complete the work in accordance with good technical practice, with due diligence, and in accordance with the requirements, stipulations, provisions, and conditions of this RFP and the resultant contract.

M. Availability of Funds. If M-NCPPC should not, for any reason at any time appropriate or otherwise make available funds sufficient to acquire products or services contracted for in this RFP, M-NCPPC may, upon thirty (30) days written notice, unilaterally terminate such contract without penalty or termination expense. In the event that funds are not appropriated for the contract, the Offeror shall not prohibit nor otherwise limit M-NCPPC's right to pursue any contract for alternate solutions and remedies as deemed necessary by M-NCPPC for the conduct of its affairs. The requirements of this provision shall apply to any amendment or the execution of any option to extend the contract.

N. M-NCPPC Holidays. During the duration of this solicitation, M-NCPPC is scheduled to be closed for business on the following days:

- December 25, 2019
- January 1, 2020
- January 20, 2020

Part VII. Pricing Schedule

**Park Police Promotional Examination Development and Administration
Pricing Schedule
RFP #40-117**

The Offeror certifies that this cost proposal is made without any previous understanding, agreement, or connection with any person, firm, or corporation making a bid for the same project, without prior knowledge of competitive prices, and is in all respects fair, without outside control, collusion, fraud, or other illegal action.

The M-NCPPC reserves the right to award all or part of the scope of services of this RFP. Please submit separate cost for each deliverable.

Offeror must fully complete all information below:

1. Cost for Development and Scoring of Written Examination/Exercise \$ _____
2. Cost for Assessment Center (Group Discussion, Role Play, Written Report or Analysis, In-Basket Exercise, Oral Presentation) \$ _____

Total Cost for Park Police Promotional Examination Development
(Total of Items 1 & 2) \$ _____

Note: *The cost for each of the Tasks listed above should be inclusive of direct costs. If proposal includes subcontracting for part of the work, please provide a breakdown of the prime costs and the subcontractor costs by Task.*

Pricing schedule must include the firm's name and the name, signature, and contact information of the individual(s) authorized to negotiate contract terms on the firm's behalf.

Firm Name: _____ Date: _____

Authorized Representative: _____
(Printed)

Authorized Representative: _____
(Signature)

Phone Number: _____ Email: _____

Part VIII: Attachments

ATTACHMENT 1. PROPOSER AFFIDAVIT OF QUALIFICATION TO BID

ATTACHMENT 2. SUBCONTRACTING UTILIZATION REPORT

ATTACHMENT 3. NON-DISCRIMINATION IN SUBCONTRACTING

ATTACHMENT 4. NON-COLLUSIVE AFFIDAVIT

**ATTACHMENT 5. METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS
RIDER CLAUSE**

ATTACHMENT 6. INSURANCE CHECKLIST

ATTACHMENT 7. SAMPLE CONTRACT

PROPOSER'S AFFIDAVIT OF QUALIFICATION TO BID

I HEREBY AFFIRM THAT:

I, _____ am the _____

(Printed Name)

(Title)

and the duly authorized representative of the Contractor of _____
whose address is (Name of corporation) _____

and that I possess the legal authority to make this affidavit on behalf of myself and the Contractor for which I am acting.

Except as described in paragraph 3 below, neither I nor the above Contractor, nor to the best of my knowledge and of its officers, directors or partners, or any of its employees directly involved in obtaining contracts with the State or any county, bi-county or multi-county agency, or subdivision of the State have been convicted of, or have pleaded nolo-contendere to a charge of, or have during the course of an official investigation or other proceeding admitted in writing or under oath acts or omissions which constitute bribery, attempted bribery, or conspiracy to bribe under the provisions of Article 27 of the Annotated Code of Maryland or under the laws of any state or federal government (conduct prior to July 1, 1977 is not required to be reported).

(State "none" or, as appropriate, list any conviction, plea or admission described in paragraph 2 above, with the date, court, official or administrative body, the individuals involved and their position with the Contractor, and the sentence or disposition, if any.)

I acknowledge that this affidavit is to be furnished to the City, I acknowledge that, if the representations set forth in this affidavit are not true and correct, the City may terminate any Contract awarded and take any other appropriate action. I further acknowledge that I am executing this affidavit in compliance with section 16D of Article 78A of the Annotated Code of Maryland, which provides that certain persons who have been convicted of or have admitted to bribery, attempted bribery or conspiracy to bribe may be disqualified, either by operation of law or after a hearing, from entering into contracts with the State or any of its agencies or subdivisions.

I do solemnly declare and affirm under the penalties of perjury that the contents of this affidavit are true and correct.

Print Name

Signature

Firm Name: _____

IFB/RFP No. _____

The Maryland-National Capital Park and Planning Commission Nondiscrimination in Subcontracting Form

It is the policy of the Commission that any bidder/offeror seeking to contract with the Commission shall not discriminate against MFDs in the selection of subcontractors/suppliers on Commission projects. Specifically, bidder/offerors are required to provide MFDs the opportunity to submit bids/offers as subcontractor/suppliers and to award those MFDs submitting low bids the subcontracts unless there are legitimate reasons not to do so.

INDICATE COMPLIANCE WITH THIS POLICY BY CHECKING ONE OF THE FOLLOWING TWO STATEMENTS.

Statement 1. The bidder/offeror will not contract with any subcontractors or materials suppliers to perform any portion of this contract and has not normally contracted with subcontractors or materials suppliers as a part of similar contracts in the past two years. Within five (5) days of notice, the bidder/offeror will show evidence as requested that it has not normally subcontracted portions of similar contracts within the past two years.

Statement 2. The bidder/offeror has made efforts to provide MFD firms the opportunity to submit bids for subcontracting and/or materials supply components of this contract, and will document same using one of the two (2) options:

Option A Within five (5) days of notice, the bidder/offeror will show evidence of the efforts described by providing the Commission copies of documents such as letters or faxes to MFDs; advertisements for bids; telephone logs or other notes concerning contacts with MFDs; evidence of participation in pre-bid conferences where interest in MFD bids was communicated; bids received from MFDs and notes concerning evaluation of those bids. (The above mentioned documents are only examples of possible documentation and are not exhaustive.) **OR**

Option B Within five (5) days of notice, the bidder/offeror will show evidence of efforts by producing letters of intent from MFD subcontractors and/or materials suppliers to perform at least 10% to the total dollar value of the contract. Letters of intent from MFD subcontractors and suppliers will be accompanied by a completed Bidders List Registration Form for any MFD subcontractor or supplier who does not have current Forms on file with the Commission. (A blank copy of the Bidders List Registration Form is attached.)

Contractors are encouraged to contact the Purchasing Office (301/454-1600) with any questions concerning compliance with the nondiscrimination in subcontracting requirements. The Purchasing Office can provide a listing of firms, including MFD firms, that have submitted Bidders List Registration Forms to the Commission.

I hereby declare and affirm under penalties of perjury that the contents of the foregoing document are true and correct to the best of my knowledge, information and belief.

Date: _____

By:

Authorized Signature

Printed Name/Title

NOTE: FAILURE TO FULLY COMPLETE AND RETURN THIS FORM MAY DEEM THE BID NON-RESPONSIVE, RESULTING IN THE BID BEING REJECTED.

Revised: 8/1/2000

NON-COLLUSIVE AFFIDAVIT

_____ being first duly sworn,
deposes and says that:

1. He/she is the _____, (Owner, Partner, Officer, Representative or Agent) of _____, the Contractor that has submitted the attached Proposal Document;
2. He/she is fully informed respecting the preparation and contents of the attached Proposal Document and of all pertinent circumstances respecting such Proposal Documents;
3. Such Proposal Document is genuine and is not a collusive or sham Proposal Document;
4. Neither the said Contractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Contractor, firm, or person to submit a collusive or sham Proposal Document in connection with the Services for which the attached Proposal Document has been submitted; or to refrain from bidding in connection with such Services; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Contractor, firm, or person to fix the price or prices in the attached Proposal Document or of any other Contractor, or to fix any overhead, profit, or cost elements on the Proposal Document price or the Proposal Document price of any other Contractor, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any disadvantage against (Recipient), or any person interested in the Services;
5. The price or prices quoted in the attached Proposal Document are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Contractor or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Print Name

Signature

Title

Signed, sealed and delivered in the presence of:

Witness (Print Name)

Witness (Signature)

**Metropolitan Washington Council of Governments
Rider Clause**

USE OF CONTRACT(S) BY MEMBERS COMPRISING THE METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS CHIEF PURCHASING OFFICERS COMMITTEE.

- A. If authorized by the bidder(s), resultant contract(s) will be extended to any or all of the listed members as designated by the bidder to purchase at contract prices in accordance with contract terms.
- B. Any member utilizing such contract(s) will place its own order(s) directly with the successful contractor. There shall be no obligation on the part of any participating member to utilize the contract(s).
- C. A negative reply will not adversely affect consideration of your bid/proposal.
- D. It is the awarded vendor's responsibility to notify the members shown below of the availability of the Contract(s).
- E. Each participating jurisdiction has the option of executing a separate contract with the awardee. Contracts entered into with a participating jurisdiction may contain general terms and conditions unique to that jurisdiction including, by way of illustration and not limitation, clauses covering minority participation, non-discrimination, indemnification, naming the jurisdiction as an additional insured under any required Comprehensive General Liability policies, and venue. If, when preparing such a contract, the general terms and conditions of a jurisdiction are unacceptable to the awardee, the awardee may withdraw its extension of the award to that jurisdiction.
- F. The issuing jurisdiction shall not be held liable for any costs or damages incurred by another jurisdiction as a result of any award extended to that jurisdiction by the awardee.

BIDDER'S AUTHORIZATION TO EXTEND CONTRACT:

YES NO JURISDICTION

- ___ Alexandria, Virginia
- ___ Alexandria Public Schools
- ___ Alexandria Sanitation Authority
- ___ Arlington County, Virginia
- ___ Arlington County Public Schools
- ___ Bladensburg, Maryland
- ___ Bowie, Maryland
- ___ Charles County Public Schools
- ___ College Park, Maryland
- ___ Culpeper County, Virginia
- ___ District of Columbia
- ___ District of Columbia Courts
- ___ District of Columbia Public Schools
- ___ District of Columbia Water & Sewer Auth.
- ___ Fairfax, Virginia
- ___ Fairfax County, Virginia
- ___ Fairfax County Water Authority
- ___ Falls Church, Virginia
- ___ Fauquier County Schools & Government, Virginia
- ___ Frederick, Maryland
- ___ Frederick County, Maryland
- ___ Gaithersburg, Maryland
- ___ Greenbelt, Maryland
- ___ Herndon, Virginia
- ___ Leesburg, Virginia
- ___ Loudoun County, Virginia
- ___ Loudoun County Public Schools
- ___ Loudoun County Sanitation Authority
- ___ Manassas, Virginia
- ___ City of Manassas Public Schools

YES NO JURISDICTION

- ___ Manassas Park, Virginia
- ___ Maryland-National Capital Park & Planning Comm.
- ___ Maryland Department of Transportation
- ___ Metropolitan Washington Airports Authority
- ___ Metropolitan Washington Council of Governments
- ___ Montgomery College
- ___ Montgomery County, Maryland
- ___ Montgomery County Public Schools
- ___ Northern Virginia Community College
- ___ OmniRide
- ___ Potomac & Rappahannock Trans. Commission
- ___ Prince George's County, Maryland
- ___ Prince George's Public Schools
- ___ Prince William County, Virginia
- ___ Prince William County Public Schools
- ___ Prince William County Service Authority
- ___ Rockville, Maryland
- ___ Spotsylvania County Schools
- ___ Stafford County, Virginia
- ___ Takoma Park, Maryland
- ___ Upper Occoquan Service Authority
- ___ Vienna, Virginia
- ___ Virginia Railway Express
- ___ Washington Metropolitan Area Transit Authority
- ___ Washington Suburban Sanitary Commission
- ___ Winchester, Virginia
- ___ Winchester Public Schools

Vendor Name Revised 1/22/15

SAMPLE CONTRACT

THIS CONTRACT, made this _____ day of _____, by and between The Maryland-National Capital Park and Planning Commission, a public body corporate of the State of Maryland, 6611 Kenilworth Avenue, Riverdale, Maryland 20737, hereinafter called the "Commission", and _____, located at _____, hereinafter called the "Contractor".

WHEREAS, The Commission requested _____ for the Project as set forth in its _____, Number _____, dated _____ as amended _____ and the Contractor was awarded this Contract based upon the proposal as submitted by the Contractor pursuant to the Invitation for Bid for performing all work in conjunction with _____.

WHEREAS, it is one of the conditions of the award that a formal contract be executed by and between the Contractor and the Commission, evidencing the terms of the award.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and agreements herein contained and other good and valuable consideration it is hereby agreed as follows:

1. **Performance.** The Contractor does hereby covenant and agree with the Commission that it will well and faithfully perform the work as set forth, in accordance with the proposal submitted by the Contractor dated _____, attached hereto as Attachment One, and the Commission's _____, Number _____, dated _____ as amended _____, attached hereto as Attachment Two. This Contract shall be comprised of the following documents: the Commission's Instructions to Bidders and any Supplemental Instructions to Bidders, the General Conditions and any Supplemental General Conditions, the Insurance Check List, the Special Conditions, the Specifications, Bid Forms, the Contract and all change orders or amendments thereto issued subsequent to the award and execution of this Contract (hereinafter referred to as the "Contract Documents"). The Contract Documents as identified above are incorporated herein, in full, by reference. The Contractor further agrees that it will well and faithfully comply with and perform each and every obligation imposed upon the Contractor by the award.

2. **Conflict in Contract Documents.** In the event of a conflict between this Contract and any attachments hereto, the documents shall have precedence in the following order: (1) this Contract and all change orders or amendments thereto issued subsequent to the award and execution of this Contract; (2) the Commission's Purchasing Manual, Procurement Practices, Rules, Regulations and Laws; (3) the RFP, including the Commission's Instructions to Bidders and any Supplemental Instructions to Bidders, the General Conditions and any Supplemental General Conditions and Special Conditions and (4) the Contractor's Bid Forms/Proposal.

2. **Payment.** The Commission shall pay the Contractor a fee not to exceed _____, based upon the Pricing Schedule in Attachment One, provided the Contractor satisfies the requirements of the Commission's _____.

3. **Term.** The term of this Contract shall commence on _____ and end on _____. The Commission, in its sole discretion, may extend this Contract for up to _____ years.

4. **Nondiscrimination in Employment.** Contractor agrees a) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry or disability of a qualified individual with a disability and to b) include a provision similar to that contained in subsection (a) above, in any subcontract except a subcontract for standard commercial supplies or raw materials. If Contractor is determined to be in violation of Federal, State or County non-discrimination in employment laws by an order, opinion or a decision of a court or an administrative body or agency, the Commission may terminate or suspend this Contract, and/or any other Commission Contracts in whole or in part, and the Commission may declare Contractor ineligible for any further contracts.

5. **Insurance.** Contractor will furnish a Certificate of Insurance verifying the existence of any insurance coverage required by the Commission's Risk Management Office prior to the Commission executing the contract. The Certificate shall name the Commission as an additional insured and require thirty days advance notice in the event of modification or termination. To the fullest extent permitted by law, Contractor shall waive any right to subrogate against the Commission for any injury, loss or damage arising from this Contract, and shall require that each sub-contractor waive any right to subrogate against the commission for any injury, loss or damage arising from this Contract.

6. **Indemnification** Contractor shall indemnify and save harmless the Commission, its officers, employees, agents and representatives, and shall require that each sub-contractor indemnify and save harmless the Commission, its officers, employees, agents and representatives from and against all actions, liability, claims, suits, damages, cost or expenses of any kind which are made against or incurred by the Commission arising from the Contractor's or any subcontractor's negligent performance of or failure to perform any of its obligations under the terms of this Contract.

7. **Termination for Convenience.** The Commission may terminate this Contract, upon written notice to Contractor. In the event of such termination, Contractor shall receive just compensation for services rendered prior to the effective date of termination. Just compensation shall be determined by the percentage of work completed to date, valued according to the rates contained in Contractor's proposal. Notwithstanding any provision in this Contract, the Commission may immediately terminate this Contract for cause for the following reasons; any non-performance;

incomplete service; fraud; any fraudulent representation in any invoice or verification required to obtain payment under this Contract or services performed in conflict with the terms and conditions of the Contract. The occurrence of any of these conditions shall constitute a material breach of this Contract and the Commission may terminate this Contract with written notice to Contractor effective immediately.

8. Termination for Cause. This Contract may be terminated by the Commission for cause, upon written notice to Contractor. The Commission will inform Contractor immediately upon the discovery of any non-performance or breach, in order to allow Contractor an opportunity to cure. If, upon notification, Contractor fails to cure within forty-eight (48) hours, and does not provide a reasonable explanation for the failure, the Commission may terminate the Contract immediately. The Commission may terminate the Contract as stated above, if it discovers a continued pattern of non-performance or breach of Duties assigned to Contractor. The Commission may withhold any payments due to Contractor until such time as any damages, including any costs incurred by the Commission as a result of Contractor's breach, can be assessed. Notwithstanding any provision in this Contract, the Commission may immediately terminate this Contract for cause, with no right to cure, for the following reasons: fraud, any fraudulent representation in any invoice or verification required to obtain payment under this Contract, services performed in conflict with the terms and conditions of this Contract or an unfavorable report resulting from a state or federal background investigation. The occurrence of any of these conditions shall constitute a material breach of this Contract and the Commission may terminate this Contract with written notice to Contractor effective immediately.

9. Cross Default. Upon the occurrence of a [material] breach of Contractor's obligations, due performance, representations, warranties, or other agreements under this Contract, then the Contractor will be deemed to be in [material] breach of its obligations, due performance, representations, warranties, or other agreements under any and all other contracts with the Commission, whether now existing or arising in the future.

Upon the occurrence of such breach under this Contract or any other contract the Contractor has with the Commission, the Commission shall be entitled to exercise, in its sole and absolute discretion, any and all rights and remedies available under this Contract and any other contract the Contractor has with the Commission, including but not limited to the right to terminate this Contract and/or any other contract the Contractor has with the Commission, whether now existing or arising in the future. Contractor expressly understands and acknowledges the Commission's rights and remedies created by this provision.

10. Compliance. The Contractor does hereby covenant and agree with the Commission that it will well and faithfully perform the services or work reflected in this Contract. The Contractor shall comply with the Commission Purchasing Manual, Practices, Rules and all other Commission regulations and with all applicable laws pertaining to the payment and withholding of wages, worker's compensation, equal

opportunity employment, and the subject matter and performance of this Contract. Further, the Contractor hereby represents and warrants that:

"A. It is qualified to do business in the State of Maryland and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified;

"B. It is not in arrears with respect to the payment of any monies due and owing the State of Maryland, or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Contract;

"C. It shall comply with all federal, state, and local laws, regulations, and ordinances applicable to its activities and obligations under this Contract; and

"D. It shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract.

9. **Independent Contractor.** The Contractor is an independent contractor who is not an agent or employee of the Commission.

10. **Assignment Prohibition.** The Contractor shall be prohibited from assigning or transferring any rights under this Contract without prior written consent of the Commission.

11. **Entire Agreement.** This document contains the entire agreement between the parties and shall not be modified except by written agreement signed by the parties and attached hereto.

12. **Disputes.** This contract shall be subject to the provisions of the Commission's Practice 4-10 and the Purchasing Manual. These documents can be obtained by contacting the Commission's Purchasing Division. If there is a dispute concerning this contract, Contractor shall comply with Chapter 14 of the Commission's Purchasing Manual, which is the procedure for resolving contract disputes and claims between the parties. Pending resolution of a claim, Contractor shall proceed diligently with the performance of the contract in accordance with the Purchasing Manual.

13. **Severability.** If any provision of this Contract is determined to be invalid or illegal by a court of law, it shall be severed from this Contract and shall not affect the remainder of any other provision contained herein.

14. **Applicable Law.** This Contract shall be interpreted in accordance with the laws of the State of Maryland, and enforced in any court of competent jurisdiction in Prince George's County, Maryland.

15. **Waiver.** The failure of the Commission to enforce any part of this Contract shall not be deemed as a waiver thereof.

16. **Authorized Signer.** Each person executing this Contract, whether on its own or on behalf of an organization, hereby certifies that they have been duly authorized to execute this Contract on behalf of such organization.

IN WITNESS WHEREOF, Said _____ . and the Commission have caused these presents to be signed

ATTEST:

Seal

By: _____
Printed Name of Authorized Signature

Date

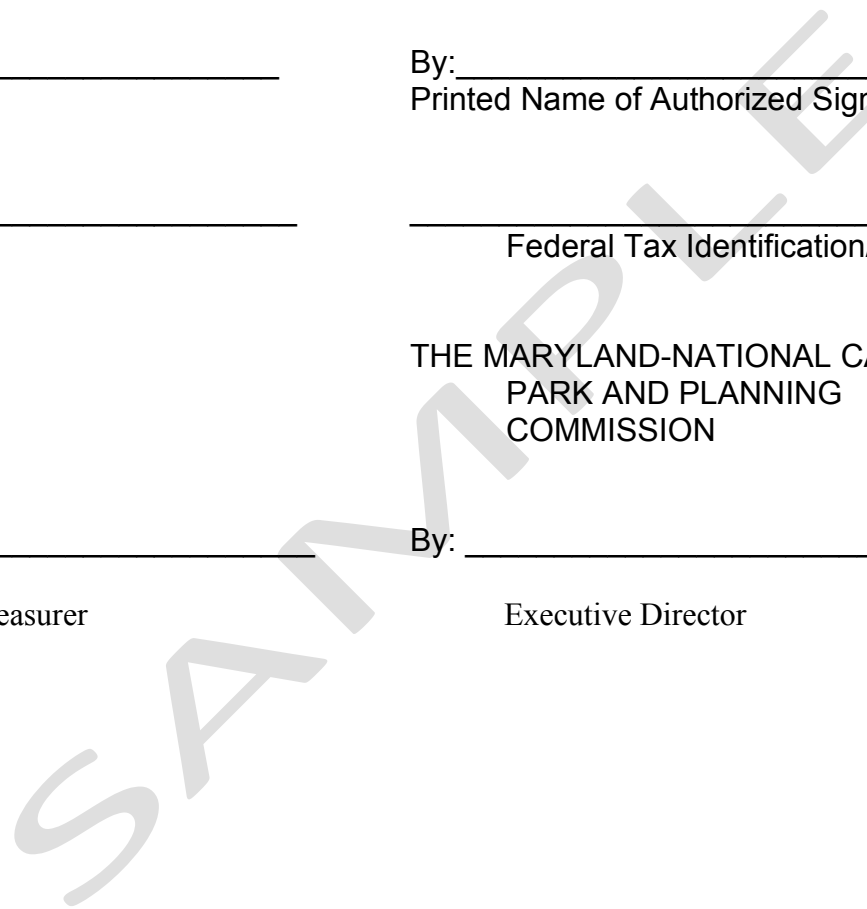
Federal Tax Identification/SSN

ATTEST:

THE MARYLAND-NATIONAL CAPITAL
PARK AND PLANNING
COMMISSION

Secretary-Treasurer

By: _____
Executive Director



**THE MARYLAND-NATIONAL CAPITAL PARK AND PLANNING COMMISSION
INSURANCE CHECK LIST**

COVERAGE REQUIRED	LIMITS (Minimums)
1. Worker's Compensation <input type="checkbox"/> Accident (Each) <input type="checkbox"/> Disease (policy limits) <input type="checkbox"/> Disease (each employee)	Statutory Employer's Liability \$100,000 per person \$500,000 aggregate \$100,000 per disease
2. General Liability <input type="checkbox"/> Products Liability & Completed Operations <input type="checkbox"/> Contractual Liability <input type="checkbox"/> Premises & Operations <input type="checkbox"/> XCU for explosion and/or cave in <input type="checkbox"/> Independent Contractors <input type="checkbox"/> Personal Injury and Advertising <input type="checkbox"/> Medical Payment any one person	All items in No. 2: \$1,000,000 Combined Single Limit of Bodily & Property Damage per Occurrence \$5,000 per occurrence
3. Contractual Indemnity/Hold Harmless Exactly as Specified	
4. Automobile Liability Owned Hired, Non-owned & Leased <input type="checkbox"/> Bodily Injury Each person Each occurrence <input type="checkbox"/> Property Damage Each occurrence Or Combined Single Limit	\$ 500,000 \$1,000,000 \$ 300,000 \$1,000,000
5. Excess Liability Combined Single Limit	\$1,000,000
6. The Maryland-National Capital Park and Planning Commission named as additional insured on all policies. The coverage is primary to all coverage the Commission may possess.	
7. Other Insurance <input type="checkbox"/> Renovation over \$50,000 All Risk Builders Coverage <input type="checkbox"/> Professional Liability For errors, omissions and negligent acts, per claim and per aggregate, with one year discovery period and no greater than a \$25,000 deductible. Combined Single Limit (Professional services contracts only)	\$ 250,000
8. 30 days Cancellation Notice Required 45 days Cancellation Notice Required	Under \$500,000 Over \$500,000
9. Best's Guide A rating or better/ S&P Rating of BBBq	
10. The Certificate Must State Bid Number and Bid Title.	

BIDDER AND INSURANCE AGENT STATEMENT

We understand the insurance requirements of these specifications and will comply in full if awarded this contract.

Bidder Signature

Insurance Agency Signature