The Office of the Attorney General (OAG) for the District of Columbia is seeking the services of an experienced Contractor to investigate and complete investigative reports on OAG internal investigations and provide Equal Employment Opportunity (EEO) Services as described in the Statement of Work on pages 3-6.

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>SCHEDULE OF SUPPLIES/SERVICES</th>
<th>QUANTITY (Estimated)</th>
<th>UNIT</th>
<th>UNIT PRICE</th>
<th>AMOUNT (21X23)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>SEE</td>
<td>PRICE</td>
<td>SCHEDULE</td>
<td>ON PAGE 2.</td>
</tr>
</tbody>
</table>

The Office of Finance and Resource Management Attn: Accounts Payable 441 4th Street NW, Suite 890 North Washington, DC 20001-2714
SECTION B: PRICE SCHEDULE

B.1 BASE PERIOD (Date of Award through six (6) months thereafter)

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>SCHEDULE OF SUPPLIES/SERVICES</th>
<th>QUANTITY (Estimated)</th>
<th>UNIT</th>
<th>UNIT PRICE</th>
<th>AMOUNT (21X23)</th>
</tr>
</thead>
<tbody>
<tr>
<td>0001</td>
<td>Investigative Reports</td>
<td>12</td>
<td>Per Case</td>
<td>$________</td>
<td>$________</td>
</tr>
<tr>
<td>0002</td>
<td>Other EEO Investigation Services as needed</td>
<td>100</td>
<td>Per Hour</td>
<td>$________</td>
<td>$________</td>
</tr>
<tr>
<td>0003</td>
<td>Data and Reports per D.3</td>
<td>NOT SEPARATELY PRICED</td>
<td></td>
<td></td>
<td></td>
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</table>

ESTIMATED TOTAL BASE PERIOD AMOUNT: $________

B.2 OPTION PERIOD ONE

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>SCHEDULE OF SUPPLIES/SERVICES</th>
<th>QUANTITY (Estimated)</th>
<th>UNIT</th>
<th>UNIT PRICE</th>
<th>AMOUNT (21X23)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1001</td>
<td>Investigative Reports</td>
<td>12</td>
<td>Per Case</td>
<td>$________</td>
<td>$________</td>
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<tr>
<td>1002</td>
<td>Other EEO Investigation Services as needed</td>
<td>100</td>
<td>Per Hour</td>
<td>$________</td>
<td>$________</td>
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<tr>
<td>1003</td>
<td>Data and Reports per D.3</td>
<td>NOT SEPARATELY PRICED</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

ESTIMATED TOTAL OPTION PERIOD ONE AMOUNT: $________

B.3 OPTION PERIOD TWO

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>SCHEDULE OF SUPPLIES/SERVICES</th>
<th>QUANTITY (Estimated)</th>
<th>UNIT</th>
<th>UNIT PRICE</th>
<th>AMOUNT (21X23)</th>
</tr>
</thead>
<tbody>
<tr>
<td>2001</td>
<td>Investigative Reports</td>
<td>12</td>
<td>Per Case</td>
<td>$________</td>
<td>$________</td>
</tr>
<tr>
<td>2002</td>
<td>Other EEO Investigation Services as needed</td>
<td>100</td>
<td>Per Hour</td>
<td>$________</td>
<td>$________</td>
</tr>
<tr>
<td>1003</td>
<td>Data and Reports per D.3</td>
<td>NOT SEPARATELY PRICED</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

ESTIMATED TOTAL OPTION PERIOD TWO AMOUNT: $________

ESTIMATED GRAND TOTAL: $________

ESTIMATED GRAND TOTAL:

$________

ESTIMATED GRAND TOTAL:

$________
SECTION C: STATEMENT OF WORK

C.1 SCOPE:

C.1.1 The Office of the Attorney General for the District of Columbia (OAG) seeks the services of an experienced Investigation Contractor (Contractor) to investigate and complete investigative reports on all OAG internal investigations and Equal Employment Opportunity (EEO) claims of discrimination and retaliation, to include but not limited to claims of actual or perceived: race, color, religion, national origin, sex, age, disability, marital status, personal appearance, sexual orientation, gender identity or expression, family responsibilities, genetic information, matriculation, political affiliation credit information, or status as a victim or family member of a victim of domestic violence, a sexual offense, or stalking for a period of four months.

C.1.2 The Contractor shall investigate and draft reports in connection with all OAG investigations and EEO type claims asserting discrimination and or retaliation for engaging in protected activity under various District and federal laws, including but not limited to, Title VII of the Civil Rights Act of 1964 as amended, the D.C. Whistleblower Reinforcement Act, the Americans with Disabilities Amendment Act, the Age Discrimination in Employment Act, the District of Columbia and Federal Family and Medical Leave Acts, the District of Columbia Human Rights Act, Fair Credit in Employment Amendment Act, The Protecting Pregnant Workers Fairness Act, Victims of Domestic Violence, Sexual Offenses, and Stalking Amendment Act and the Uniformed Services Employment and Reemployment Rights Act.

C.2 APPLICABLE DOCUMENTS

Anti-discrimination laws and policies, including but not limited to the following documents are applicable to this procurement and are hereby incorporated by this reference:

<table>
<thead>
<tr>
<th>Number</th>
<th>Type</th>
<th>Name</th>
<th>Date/Version</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Federal Standards</td>
<td>Title VII of the Civil Rights Act of 1964 as amended</td>
<td>Most Recent</td>
</tr>
<tr>
<td>2</td>
<td>District Standards</td>
<td>D.C. Whistleblower Reinforcement Act</td>
<td>Most Recent</td>
</tr>
<tr>
<td>3</td>
<td>Federal Standards</td>
<td>Americans with Disabilities Amendment Act</td>
<td>Most Recent</td>
</tr>
<tr>
<td>4</td>
<td>Federal Standards</td>
<td>Age Discrimination in Employment Act</td>
<td>Most Recent</td>
</tr>
<tr>
<td>5</td>
<td>Federal and District Standards</td>
<td>District of Columbia and Federal Family and Medical Leave Acts</td>
<td>Most Recent</td>
</tr>
<tr>
<td>6</td>
<td>District Standards</td>
<td>District of Columbia Human Rights Act</td>
<td>Most Recent</td>
</tr>
<tr>
<td>7</td>
<td>Federal Source</td>
<td>Uniformed Services Employment and Reemployment Rights Act</td>
<td>Most Recent</td>
</tr>
<tr>
<td>8</td>
<td>DC OAG</td>
<td>OAG Office Order 2018-06 – Equal Employment Policy</td>
<td></td>
</tr>
</tbody>
</table>
C.3 DEFINITIONS

Offerors shall be familiar with all professional terms/terminology within the SOW and applicable law.

C.4 REQUIREMENTS

The Contractor shall be fully responsible for providing competent, knowledgeable, and experienced investigative personnel and administrative support for all aspects of investigating personnel complaints filed by OAG employees for which informal investigations are required. The Contractor, acting through its Key Personnel, must perform all investigative and support work from reviewing and advising management on the initial complaint through preparing draft and final investigative reports. The Contractor’s duties include, but are not limited to:

C.4.1 Reviewing and analyzing employee/personnel complaint(s) or petition(s) (collectively, “complaints”) that the CA assigns in writing to Contractor for investigation;

C.4.2 Conducting OAG-assigned informal investigations of employee/personnel complaints, including interviews of relevant District employees and others utilizing EEO Investigators, if appropriate, that have had a demonstrated minimum of three one years in investigation and/or adjudication of EEO complaints; submitting requests for information and analyzing the information procured for relevance to the investigation;

C.4.3 Developing an investigative plan for each assigned investigation. Contractor shall determine and, considering the scope of possible EEO violations elaborated in Section C.1, include issues to be investigated, questions for prospective witnesses, and the identity of relevant witnesses and needed documents. The scope of the investigation and the plan must be revised as necessary in light of evidence obtained during the investigation;

C.4.4 Reviewing and analyzing statutory and regulatory requirements and procedures of the D.C. Merit Personnel Act and applicable provisions of the District of Columbia Code and U. S. Code, where applicable;

C.4.5 Reviewing and analyzing applicable District and OAG personnel regulations;

C.4.6 Conferring with the CA regarding the status of the allegation(s), as necessary;

C.4.7 Preparing and submitting to the CA proposed response(s) to employee complaints/complaining employee(s).

C.4.8 Integrating and analyzing information gathered during an investigation in order to prepare an objective report and ensure all relevant issues are developed and addressed in order to reach a conclusion on the investigation.

C.4.9 Preparing an analytical final investigative report which shall at a minimum: (a) identify the allegations; (b) state the issues; (c) identify witnesses interviewed; (d) accurately
summarize witness statements; (e) identify any documentary evidence; (f) state the applicable law; (g) analyze the evidence in connection with the applicable law; (h) make investigative findings of Probable Cause, No Probable Cause, Unsubstantiated, or Substantiated, depending on the evidence; and (i) provide recommendations for resolution of the claims.

C.4.10 Developing, updating and maintaining a case management and tracking system which accumulates and preserves appropriate information for each assigned investigation (e.g., witness information, description of documents).

C.4.11 Providing administrative support to the investigations and to administration of the Contract; and

C.4.12 Maintaining confidentiality of personal information of complainants, other District employees and any non-employee witnesses in accordance with all the terms of the Confidentiality Section C.6 and written Confidentiality Agreement.

C.5 QUALITY ASSURANCE AND MONITORING

Within 30 days from each assigned investigation, unless another time is agreed to in writing by OAG, the Contractor shall thoroughly review all assigned matters and files and deliver to OAG’s authorized representative, an error-free final investigative report for approval by OAG authorized personnel.

C.6 CONFIDENTIALITY

C.6.1 The Contractor and staff, shall keep all work, investigations, documents (including electronic documents) and activity conducted under the contract confidential, meaning that all activity conducted within the scope of the contract shall not be discussed with or disclosed to anyone other than OAG authorized personnel. “Confidential Information” includes, but is not limited to, allegations, assignments, witness statements, emails, documents, reports, and any information provided by OAG or witnesses in connection with the Contractor’s work under the contract. This Confidential Information includes all data, information and software, regardless of the medium, e.g. electronic or paper, and/or format in which Confidential Information exists, and includes data which is derived from, based on, incorporated in/by, included in or referred to in or by Confidential Information.

C.6.2 As a condition to accessing Confidential Information, the Contractor agrees to take all steps reasonably necessary to protect/maintain Confidential Information, and to prevent Confidential Information from disclosure either on purpose or by accident. Further, the Contractor must agree to safeguard Confidential Information, to use Confidential Information solely for the purpose of the contract, and to restrict disclosure of Confidential Information solely to contractor employees having a need to know such Confidential Information in order to accomplish the contract’s stated purpose. Before a contract employee receives or accesses Confidential Information, the successful contractor must advise each contract employee of the obligations under the agreement, and require each employee to agree in writing to maintain these obligations.
C.6.3 The Contractor’s obligations to maintain Confidential Information survives even after the conclusion of the contract. At the end of the contract, the Contractor must return all files and Confidential Information.

C.6.4 The Contractor shall implement internal controls to ensure that OAG’s authorized personnel is promptly informed of any actual or suspected unauthorized use, disclosure, release, or reproduction of Confidential Information.

C.6.5 In the event of a breach or threatened or intended breach by the Contractor, OAG, in addition to any other rights and remedies available to it at law or in equity, shall be entitled to both a preliminary and final injunction, enjoining and restraining such breach or threatened or breach.

C.6.6 The Contractor shall ensure that all staff associated with the Contract sign the confidentiality agreement, Attachment A, prior to beginning contract work. The Contractor shall provide the Agency Contracting Officer with the original signed confidentiality agreement forms and keep copies on file.

D. PERIOD OF PERFORMANCE

D.1 TERM OF TASK ORDER

The term of the task order agreement shall be for a period of six months from the effective date specified on the cover page of the agreement.

D.2 OPTION TO EXTEND THE TERM OF THE TASK ORDER

D.2.1 The District may extend the term of this task order agreement for a period of two (2) one-year option periods, or successive fractions thereof, or successive fractions thereof, by written notice to the Contractor before the expiration of the task order; provided that the District will give the Contractor preliminary written notice of its intent to extend at least thirty (30) days before the task order 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 task order agreement.

D.2.2 If the District exercises this option, the extended task order shall be considered to include this option provision.

D.2.3 The price for the option period(s) shall be as specified in Sec. B of the task order.

D.2.4 The total duration of this task order agreement, including the exercise of any options under this clause, shall not exceed three (3) years.
D.2 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 section E.5 as set forth below:

<table>
<thead>
<tr>
<th>Item</th>
<th>Deliverable</th>
<th>Quantity</th>
<th>Format of Delivery</th>
<th>Due Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Confidentiality Agreement per C.6.6</td>
<td>One per staff member</td>
<td>Signed original to ACO</td>
<td>Prior to access to documents</td>
</tr>
<tr>
<td>2</td>
<td>Investigative Plan per C.4.3</td>
<td>One per investigation</td>
<td>Electronic, by email</td>
<td>Within five days after each assignment</td>
</tr>
<tr>
<td>3</td>
<td>Case management and tracking system per C.4.10</td>
<td>One</td>
<td>Electronic</td>
<td>Within 30 days after award</td>
</tr>
<tr>
<td>4</td>
<td>Proposed Response to Complainant per C.4.7</td>
<td>One per complainant</td>
<td>Electronic, by email</td>
<td>Concurrent with draft report</td>
</tr>
<tr>
<td>5</td>
<td>Investigative Report (Draft), with supporting documentation</td>
<td>One per case</td>
<td>Word, electronic, by email</td>
<td>30 Days from date of assignment</td>
</tr>
<tr>
<td>6</td>
<td>Investigative Report (Final), with supporting documentation per C.4.9</td>
<td>One per case</td>
<td>PDF, electronic by email</td>
<td>Within 15 Days after Receipt of CA’s Review of Draft Investigative Report</td>
</tr>
</tbody>
</table>

SECTION E. CONTRACT ADMINISTRATION DATA

E.1 INVOICE PAYMENT

E.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.

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

E2 INVOICE SUBMITTAL

a) The Contractor shall create and submit payment requests in an electronic format through the DC Vendor Portal, https://vendorportal.dc.gov.

b) The Contractor shall submit proper invoices on a monthly basis or as otherwise specified in the executed task order.
c) To constitute a proper invoice, the Contractor shall enter all required information into the Portal after selecting the applicable purchase order number which is listed on the Contractor’s profile.

E3 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:

   Emma Clark  
   Contracting Officer  
   Office of the Attorney General  
   Support Services Division/Procurement Unit  
   441 4th Street NW, Suite 1100 South  
   Washington, DC 20001  
   Email: oag.businessopportunities@dc.gov and emma.clark@dc.gov  
   Phone: 202.724.4076   Fax: 202.741.8925

E4 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER

E.4.1 The CO is the only person authorized to approve changes in any of the requirements of this contract.

E.4.2 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.

E.4.3 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.

E.5 CONTRACT ADMINISTRATOR

E.5.1 The Contract Administrator (CA) is responsible for general administration of the contract and advising the Contracting Officer as to the Contractor’s compliance or noncompliance with the contract. In addition, the CA is responsible for the day-to-day monitoring and supervision of the contract, of ensuring that the work conforms to the requirements of this contract and such other responsibilities and authorities as may be specified in the contract. The CA for this contract is:

   Shiria Anderson  
   Chief Human Resources Officer  
   441 4th Street NW, Suite 700S  
   Washington, DC  20001  
   Phone: 202-724-6655  
   Cell: 202-793-0092, Fax: 202-730-1801  
   shiria.anderson@dc.gov
E.5.2 The CA shall not have authority to make any changes in the specifications or scope of work or terms and conditions of the contract.

E.5.3 The Contractor may be held fully responsible for any changes not authorized in advance, in writing, by the Contracting Officer; may be denied compensation or other relief for any additional work performed that is not so authorized; and may also be required, at no additional cost to the District, to take all corrective action necessitated by reason of the unauthorized changes.

F. PROPOSAL FORMAT AND INSTRUCTIONS


F.1.1 All proposals must be formatted on 8.5” by 11” paper, typewritten and submitted electronically by email in PDF format to oag.businessopportunities@dc.gov and emma.clark@dc.gov no later than the date specified in block 8 on page 1 of this solicitation.

F.1.2 Each proposal part is limited to a maximum size of 25 MB.

F.2 TECHNICAL PROPOSAL

F.2.1 Offerors are directed to the specific proposal evaluation criteria found below in Section G 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 services and delivery thereof. The information requested 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 the Statement of Work.

F.2.2 The technical proposal shall be entirely separate from the cost proposal and the offeror must not include cost information in the contents of the technical proposal. The technical proposal shall be organized by the technical evaluation criteria listed below:

F.2.2.1 DEMONSTRATED EXPERIENCE

The offeror shall provide information that demonstrates the offeror’s experience in performing all investigative requirements in the Statement of Work.

F.2.2.1 PROJECT PLAN AND CAPABILITY

1) The Offeror shall submit a plan to complete the work.
2) The Offeror shall demonstrate its capability and capacity to complete investigative reports within 30 days of assignment.

F.2.2.2 STAFF QUALIFICATIONS:

1) The offeror shall demonstrate its ability to provide personnel with broad-based experience in EEO investigations.

2) The offeror shall provide resumes and evidence of the professional qualifications of the proposed staff who will be assigned to the task order.

F.2.2.3 PAST PERFORMANCE

1) The offeror shall provide at least three (3) references the offeror has contracted with within the last three (3) years who can provide information regarding the quality of the offeror’s past performance at performing work similar to the work described in the subject proposal. The most relevant indicators of the quality of the offeror’s past performance is the most recent and relevant contracts under which the offeror performed work of a similar nature to the work described in the Statement of Work. The offeror must provide contact information including the names, telephone and email addresses of reference sources who can provide information on the quality of the offeror’s past performance. OAG will directly contact the references sources to obtain information on the offeror’s past performance.

2) OAG recommends that the Offeror alert the contact references to let them know their names have been submitted as reference sources and to authorize them to provide past performance information to OAG when OAG requests it.

F.3 PRICE PROPOSAL

F.3.1 The price proposal shall be submitted on the price schedule on page 2 of this solicitation. Pricing shall be a firm fixed price for each Contract Line Item Number (“CLIN”) that shall include all direct and indirect costs for providing the required services, including travel expenses, a “not to exceed” amount for the work described in scope of work; a rate schedule for computing any extra work not specified in the contracted scope of work; and an amount to be deducted from total cost estimated because Offeror is conducting (or has conducted in the past six (6) months) salary surveys of comparable jurisdictions, the data from which can be shared rather than independently gathered. Unless otherwise directed in writing, the price proposal shall also include a copy of Offeror’s GSA or DCSS Price Schedule* and CBE certification.

F.3.2 Offerors’ proposed prices may be lower than its DCSS Price Schedule if the Offeror provides evidence that it has met the Services Contract Act requirements and Way to Work Act of 2006. If the contractor does not have a labor category listed in this RFTOP in its GSA or DCSS Price Schedule, the contractor shall use the price for a comparable labor category as the basis of its offer price.
G. EVALUATION FACTORS

G.1 OAG intends to award a single task order agreement resulting from this RFTOP to the responsible Offeror whose offer is most advantageous to the District considering proposed prices, technical and other factors in this solicitation. The evaluation criteria below will be used to conduct the technical evaluation of proposals submitted in response to this RFTOP. The District reserves the right to reject any or all proposals determined to be inadequate or unacceptable. The District may award a task order based on initial offers received without discussions. Therefore, each initial offer should contain the offeror’s best terms from a fixed price basis and technical standpoint.

G.2 Resumes shall only be submitted for individuals that are available to perform the work. Offerors will not be asked to submit additional resumes after the solicitation closes unless suitable candidate are not identified based on the resumes submitted from all offerors.

G.3 TECHNICAL EVALUATION CRITERIA

G.3.1 DEMONSTRATED EXPERIENCE (25 Points)

OAG will evaluate the extent to which the offeror demonstrates experience in meeting the requirements in the Statement of Work.

G.3.2 PROJECT PLAN AND CAPABILITY (25 Points)

1) OAG will evaluate the offeror’s plan to provide the services.

2) OAG will evaluate the offeror’s capability and capacity to complete investigative work within 30 days after assignment of a case.

G.3.3 STAFF QUALIFICATIONS (20 Points):

1) OAG will evaluate the submitted resumes and professional qualifications of the proposed personnel to determine the extent to which they possess the qualifications and relevant experience to successfully meet the requirements in the Statement of Work.

G.3.4 PAST PERFORMANCE (10 Points):

OAG will assess the Contractor’s demonstrated past performance, determined to be relevant, to assess:

a. Technical, including quality of service delivery and consistency in meeting project goals and objectives.

b. Schedule, including the timeliness in completing contract requirements, meeting project milestones and delivery schedules, and timely completion of administrative requirements.

c. Management or business relations, addressing the history of professional behavior and overall business-like concern for the interests of the customer,
including the offeror’s history of reasonable and cooperative behavior.

G.4 **PRICE EVALUATION – 20 Points**

G.4.1 The price evaluation will be objective. The offeror with the lowest realistic price will receive the maximum price points (20 Points). All other proposals will receive a proportionately lower price score.

G.4.2 Example:

\[
\text{Grand total of lowest proposal price offered} \over \text{Grand total of proposal being evaluated} \times 20 = \text{Evaluated Price Score}
\]

G.5 **PREFERENCES FOR CERTIFIED BUSINESS ENTERPRISES**

Under the provisions of the “Small and Certified Business Enterprise Development and Assistance Act of 2014”, D.C. Official Code § 2-218.01 et seq., as amended (“Act”, as used in this section), the District shall apply preferences in evaluating proposals from businesses that are certified by the Department of Small and Local Business Development (DSLBD) pursuant to Part D of the Act.

G.6 **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 period. Evaluation of options shall not obligate the District to exercise them.

The total District’s requirements may change during the option periods. Services to be awarded will be determined at the time each option is exercised.