


REQUEST FOR QUOTE (RFQ) (THIS IS NOT AN ORDER) OFFEROR TO COMPLETE BLOCKS 11 & 14 -18		1. THIS ACQUISITION IS <input type="checkbox"/> SET ASIDE SBE (_____ SBE Category) <input type="checkbox"/> SET ASIDE DCSS (_____) <input type="checkbox"/> GSA SCHEDULE (_____ Schedule) <input checked="" type="checkbox"/> OPEN MARKET		PAGE OF PAGES (incl. Cover) <div>1</div> <div>12</div>	
2. SOLICITATION NO. DCCB-2023-Q-0041	3. DATE ISSUED 5/9/23 (revised 5/12/23)	4. REQUISITION NO.	5. CONTRACT NUMBER	6. OFFER DUE DATE May 23, 2023 by 2:00 pm	
7A. ISSUED BY Office of the Attorney General Support Services Division/Procurement Unit 400 6 th Street, NW Washington, DC 20001-2714			7B. SOLICITATION INFORMATION NAME: Gena Johnson PHONE: 202-247-6448 E-MAIL: gena.johnson@dc.gov		
8A ADMINISTERED BY Office of the Attorney General Support Services Division/Operations 400 6 th St, NW Washington, DC 20001-2714			8B DELIVER TO: Office of the Attorney General 400 6 th St, NW Washington, DC 20001		
9. DELIVER BY (Date) 9(a). <input checked="" type="checkbox"/> FOB DESTINATION 9(b). <input type="checkbox"/> OTHER (See Schedule)			10. PAYMENT WILL BE MADE BY Office of Finance and Resource Management Attn: Accounts Payable 441 4th Street NW, Suite 890 North Washington, DC 20001-2714		
11. OFFEROR 11(a) DUNS NO. _____ 11(b) FEDERAL TAX ID NO. _____			11(c) Certification (Check Appropriate Boxes) <input type="checkbox"/> Small <input type="checkbox"/> Local <input type="checkbox"/> Resident-Owned <input type="checkbox"/> Long Time <input type="checkbox"/> Enterprise Zone Certification No. _____		
IMPORTANT: If you are unable to provide a response, please so indicate on this form and return it. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contracts for supplies or invoices. Supplies are of domestic origin unless otherwise indicated by the offeror. Any representations and/or certifications attached to this Request for Task order Proposal must be completed by the offeror.					
12. SCHEDULE (Include applicable Federal, State and local taxes)					
ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)
0001	Claims Administrator Services as outlined in Attachment A – Statement of Work	<div>See Attachment B – Price Schedule</div>			
13. DISCOUNT FOR PROMPT PAYMENT 		10 CALENDAR DAYS	20 CALENDAR DAYS	30 CALENDAR DAYS	CALENDAR DAYS
		%	%	%	%
14. NAME AND ADDRESS OF OFFEROR (Street, city, county, State and ZIP Code)			15. SIGNATURE OF PERSON AUTHORIZED TO SIGN OFFER		16. DATE OF OFFER
			17. NAME AND TITLE OF SIGNER (Type or print)		18. TELEPHONE NO. (Include area code)

ATTACHMENT A - STATEMENT OF WORK CLAIMS ADMINISTRATOR SERVICES

A.1 SCOPE

The Office of the Attorney General for the District of Columbia (OAG), Public Advocacy Division (PAD) is seeking a claims administrator to assist in the disbursement of restitution recovered by OAG in settlements. The primary tasks include notifying claimants of the settlement, processing and tracking claims, distributing restitution to claimants, and reporting. Services will be provided on an as-needed basis.

A.2 BACKGROUND

PAD promotes the rights of District residents through civil enforcement actions—with a particular emphasis on protecting vulnerable and disadvantaged communities. The Division is focused on civil rights, workers' rights, consumer protection, housing conditions, antitrust, non-profit enforcement, environmental enforcement, and protecting elders and vulnerable adults from financial exploitation. The Division also works with advocacy partners and other jurisdictions to tackle federal and nationwide issues that affect the rights of those living or working in the District.

A.3 REQUIREMENTS

When ordered, claims administrator services shall include the following key tasks for each settlement:

A.3.1 Identify Eligible Claimants

Once a settlement has been obtained and the Contractor's services are needed, the CA or designated OAG attorney will notify the Contractor and provide a copy of the settlement. Either OAG will provide the Contractor the list of eligible claimants or OAG will request that the Contractor identify eligible claimants based on parameters outlined in the settlement document or provided by the CA.

A.3.2 Contact Eligible Claimants

The Contractor shall develop and implement a notification plan, subject to OAG review and approval, to ensure all reasonable efforts are made to notify in writing all individuals potentially eligible. The Contractor may have to conduct research to find current valid addresses for claimants. The Contractor must track and document all contact attempts for

each claimant. The Contractor acknowledges and understands that it may take multiple attempts to different addresses to reach an eligible claimant.

Once contact with the claimant has been made by the Contractor, the Contractor shall provide the claimant with a W9 form to complete and return within a timeframe set by OAG.

A.3.3 Receipt of Claims

The Contractor shall design and implement a claims review process that tracks receipt and evaluation of claims for restitution submitted by potentially eligible claimants. The Contractor shall review each claim for completeness and potential errors or fraud. OAG will provide the Contractor with the timeframe during which claims can be submitted. The Contractor shall create a spreadsheet or tracking document or database that includes, at minimum:

- A) Name of all claimants contacted.
- B) Method and number of attempts to contact the individual
- C) Whether the claimant returned the W9 form
- D) Notation of whether the claim was complete or needed correction
- E) Notation of any follow-up action needed
- F) Amounts owed each claimant

The Contractor shall submit the spreadsheet, in an editable format, to the designated attorney within three (3) days after the end of the claims submission timeframe established by the OAG attorney unless otherwise agreed to by OAG and the Contractor.

OAG reserves the right to do additional follow-up to contact claimants.

A.3.4 Disbursement of Restitution Payments

Once the spreadsheet has been received, OAG will review the list and run internal checks to determine if any adjustments are needed to the initial restitution amounts and will update the spreadsheet. OAG will submit the adjusted restitution amounts to its Finance Department.

OAG will electronically transmit a lump sum amount to cover all expected disbursements to the Contractor. The Contractor must maintain a secured bank account for receipt of such funds and may not commingle amounts received for different cases.

The Contractor shall issue checks in the amounts owed to each verified eligible claimant. All checks must be issued within the agreed timeline established by the CA (or designated OAG attorney) and the Contractor after receipt of the lump sum amount from

the District.

The Contractor must maintain an accurate record of all money distributed and monitor when the claimant has received and cashed the issued check. The Contractor must notify the designated attorney in writing when a check has not been cashed, thirty (30) days before it will be voided. OAG will make a determination of what to do next, e.g. let check expire or reissue.

A.3.5 Closeout Case

Within the timeline agreed upon by the CA (or designated OAG attorney) and the Contractor, the Contractor must provide an updated spreadsheet to the designated attorney showing a full reconciliation of the amount received, including at minimum: checks issued, checks cashed, checks returned or not cashed, and balance.

OAG will review the updated spreadsheet and instruct the Contractor when to send back any remaining balance. Once OAG receives the balance from the Contractor, the designated attorney will notify the Contractor to close out the case.

If the Contractor is contacted by a potential claimant after closeout of the case, the Contractor shall instruct the individual to contact the designated OAG attorney.

A.4 PERIOD OF PERFORMANCE

The term of the BPA shall be for one year from date of award.

A.5 OPTION TO EXTEND THE TERM

A.5.1 The District may extend the term of the BPA for a period of two (2), one year option periods, or successive fractions thereof by written notice to the Contractor before the expiration of the contract; provided that the District will give the Contractor a preliminary written notice of its intent to extend at least thirty (30) days before the contract expires. The preliminary notice does not commit the District to an extension. The exercise of this option is subject to the availability of funds at the time of the exercise of this option. The Contractor may waive the thirty (30) day preliminary notice requirement by providing a written waiver to the Contracting Officer prior to expiration of the contract.

A.5.2 If the District exercises this option, the extended contract shall be considered to include this option provision.

A.5.3 The price escalation for the option period shall be as specified in the contract. The contractor shall provide a copy of then current price list prior to the exercise of each option period.

A.5.4 The total duration of this contract, including the exercise of any options under this clause, shall not exceed three (3) years.

A.6 ORDERING PROCEDURES

- A.6.1** When services are required, the CA or designated OAG attorney will contact the Contractor to request a price proposal for a specific case. The price proposal will include the estimated price to complete the project (which will be the not-to-exceed amount) and the proposed payment schedule. Once the proposal is accepted, OAG will issue a Purchase Order (PO). The PO will contain specifics for the case, including timelines to complete each task, the agreed not-to-exceed amount for the work and anticipated payment schedule. The Contractor shall not provide any work until it has received a valid Purchase Order. If work crosses over fiscal years, OAG will need to issue a new PO for each fiscal year during which work is to be completed.

A.7 CONTRACTING OFFICER (CO)

- A.7.1** The CO for this agreement is:

Gena Johnson
Office of the Attorney General for the District of Columbia
Support Services Division, Procurement Unit
400 6th Street, NW
Washington, DC 20001
Gena.johnson@dc.gov
202-247-6448

- A.7.2** The CO is the only person authorized to approve changes in any of the requirements of the agreement.
- A.7.3** The Contractor shall not comply with any order, directive, or request that changes or modifies the requirements of the contract, unless issued in writing and signed by the CO.
- A.7.4** 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.

A.8 CONTRACT ADMINISTRATOR (CA)

- A.8.1** The contact information for the CA is:

TBD

- A.8.2** The CA is responsible for general administration of the contract and advising the CO as to the Contractor's compliance or noncompliance with the contract. The CA has the responsibility of ensuring the work conforms to the requirements of the contract and

such other responsibilities and authorities as may be specified in the contract. These include:

1. Keeping the CO fully informed of any technical or contractual difficulties encountered during the performance period and advising the CO of any potential problem areas under the contract;
2. Coordinating site entry for Contractor personnel, if applicable;
3. Reviewing invoices for completed work and recommending approval if the Contractor's costs are consistent with the negotiated amounts and progress is satisfactory and commensurate with the rate of expenditure;
4. Reviewing and approving invoices for deliverables to ensure receipt of supplies and services. This includes the timely processing of invoices and vouchers in accordance with the District's payment provisions; and
5. Maintaining all contract correspondence, modifications, records of inspections (site, data, equipment, etc.) and invoices or vouchers.

A.8.3 The CA shall NOT have the authority to:

1. Award, agree to, or sign any contract, delivery order, or task order. Only the CO shall make contractual agreements, commitments or modifications;
2. Grant deviations from or waive any of the terms and conditions of the contract;
3. Increase the dollar limit of the contract or authorize work beyond the dollar limit of the contract,
4. Authorize the expenditure of funds by the Contractor;
5. Change the period of performance; or
6. Authorize the use of District property, except as specified in the contract.

A.8.4 The Contractor will be fully responsible for any changes not authorized in advance, in writing, by the CO; may be denied compensation or other relief for any additional work performed that is not so authorized; and may also be required, at no additional cost to the District, to take all corrective action necessitated by reason of the unauthorized changes.

A.9 INVOICE PAYMENT

A.9.1 Payment will be made on completion and acceptance of each percentage or stage of work in accordance with the prices in Attachment B – Price Schedule, the accepted NTE price on the PO, and accepted payment schedule. The District will make payments to the

Contractor, upon the submission of proper invoices, at the prices stipulated in each PO, for services performed and accepted, less any discounts, allowances or adjustments provided for in this agreement.

A.9.2 The District will pay the Contractor on or before the 30th day after receiving a proper invoice from the Contractor.

A.10 INVOICE SUBMITTAL

A.10.1 The Contractor shall create and submit payment requests in an electronic format through the DC Vendor Portal, <https://vendorportal.dc.gov>

A.10.2 The Contractor shall submit proper invoices on a monthly basis or as otherwise specified in each PO.

A.10.3 To constitute a proper invoice, the Contractor shall enter all required information into the Portal after selecting the applicable purchase order number.

A.11 APPLICABILITY OF STANDARD CONTRACT PROVISIONS

The Standard Contract Provisions for use with District of Columbia Government Supplies and Services Contracts dated July 2010 (“SCP”) are incorporated as part of each Purchase Order issued under this BPA. A copy of the SCP may be obtained at <https://ocp.dc.gov>, go to Quick Links and click on “Required Solicitation Documents”.

ATTACHMENT B - PRICE SCHEDULE

This Price Schedule contains a representative list of items that could be ordered. The contractor shall provide a price quote for each case in accordance with section A.6 Ordering Procedures.

B.1 BASE YEAR

Contract Line Item Number (CLIN)	Description	Unit	Unit Price
0001	Claimant Database Development	Hour	
0002	Translation Services (Spanish up to 700 words)	Job	
0003	Notification to Claimant via Mail	Notice	
0004	Telephone Support (Call Center Management)	Hour	
0005	Website Set Up (English)	Job	
0006	Website Maintenance	Month	
0007	Fund Distribution via Mail for 500 claimants (not including postage)	Check	
0008	Tax Reporting	Per Individual	
0009	Project Management	Hour	

B.2 OPTION YEAR 1

Contract Line Item Number (CLIN)	Description	Unit	Unit Price
1001	Claimant Database Development	Hour	
1002	Translation Services (Spanish up to 700 words)	Job	
1003	Notification to Claimant via Mail	Notice	

Contract Line Item Number (CLIN)	Description	Unit	Unit Price
1004	Telephone Support (Call Center Management)	Hour	
1005	Website Set Up (English)	Job	
1006	Website Maintenance	Month	
1007	Fund Distribution via Mail for 500 claimants (not including postage)	Check	
1008	Tax Reporting	Per Individual	
1009	Project Management	Hour	

State percentage price escalation in option year 1 that will be added to the contractor's current price list _____.

B.2 OPTION YEAR 2

Contract Line Item Number (CLIN)	Description	Unit	Unit Price
2001	Claimant Database Development	Hour	
2002	Translation Services (Spanish up to 700 words)	Job	
2003	Notification to Claimant via Mail for 500 claimants	Notice	
2004	Telephone Support (Call Center Management)	Hour	
2005	Website Set Up (English)	Job	
2006	Website Maintenance	Month	
2007	Fund Distribution via Mail for 500 claimants (not including postage)	Check	
2008	Tax Reporting	Per Individual	
2009	Project Management	Hour	

State percentage price escalation in option year 2 that will be added to the option year 1 price list _____.

ATTACHMENT C – INSTRUCTIONS AND EVALUATION

C.1 PREPARATION AND SUBMISSION OF BIDS

C.1.1 This solicitation will be conducted electronically. To be considered, a bidder must submit the required bid, certifications and attachments (refer to C.1.3, C.4, and C.5) to gena.johnson@dc.gov before the closing date and time. Paper, telephonic, telegraphic, and facsimile proposals may not be accepted.

C.1.2 All attachments shall be submitted as a .pdf file. The District will not be responsible for corruption of any file submitted. If the submitted file cannot be viewed and printed as submitted, it will not be considered.

C.1.3 The bidder shall submit its price quote (which includes a completed Attachment B for evaluation purposes and the bidder's current price sheet showing unit prices for all potential items that can be ordered in a typical claims administration project and showing pricing tiers by volume) electronically by the closing date and time.

C.2 BID SUBMISSION DATE AND TIME, AND LATE SUBMISSIONS, LATE MODIFICATIONS, WITHDRAWAL OR MODIFICATION OF BIDS AND LATE BIDS

C.2.1 Bids must be emailed to gena.johnson@dc.gov no later than the closing date and time – **May 23, 2023 at 2:00 pm**. It is solely the bidder's responsibility to ensure that it begins the upload process in sufficient time to get the attachments submitted before the closing time. The District will not accept late bids or modifications to bids after the closing date and time for receipt of bids, unless the CO determines that acceptance of the late bid or modification is in the best interest of the District.

C.3 METHOD OF AWARD

The District may award multiple Blanket Purchase Agreements (BPA) resulting from this solicitation to the responsive and responsible bidders who have the lowest bid. For evaluation purposes, the District will use the representative list of items in Attachment B to determine an overall total price for each bidder. A quantity of one (1) for each item will be used to determine the total price for the base and option years. The bidder may include a price range for an item in the price schedule. If a range is provided, then the highest price will be used in the calculation of the total price for evaluation purposes.

In the awarded agreement(s), the bidder's price sheet will replace the tables in Attachment B of this solicitation and will be incorporated as the price schedule.

If after award, the selected contractor is unable to provide the required services, the District reserves the right to cancel the awarded BPA and award to the next lowest bidder without reissuing a solicitation.

C.4 GENERAL STANDARDS OF RESPONSIBILITY

The prospective contractor must demonstrate to the satisfaction of the District its capability in all respects to perform fully the contract requirements; therefore, the prospective contractor must submit relevant documentation as part of its solicitation response.

C.4.1 To be determined responsible, a prospective contractor must demonstrate that it:

- (a) Has adequate financial resources, or the ability to obtain such resources, required to perform the contract;
- (b) Is able to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and government contract commitments;
- (c) Has a satisfactory performance record;
- (d) Has a satisfactory record of integrity and business ethics;
- (e) Has a satisfactory record of compliance with the applicable District licensing and tax laws and regulations;
- (f) Has a satisfactory record of compliance with the law, including labor and civil rights laws and rules, and the First Source Employment Agreement Act of 1984, as amended, D.C. Code § 2-219.01 *et seq.*;
- (g) Has, or has the ability to obtain, the necessary organization, experience, accounting, and operational control, and technical skills;
- (h) Has, or has the ability to obtain, the necessary production, construction, technical equipment, and facilities;
- (i) Has not exhibited a pattern of overcharging the District;
- (j) Does not have an outstanding debt with the District or the federal government in a delinquent status of more than the greater of \$1,000 or 1% of the contract value, up to \$25,000; and
- (k) Is otherwise qualified and is eligible to receive an award under applicable laws and regulations.

C.4.2 If the prospective contractor fails to supply the information requested, the CO shall make the determination of responsibility or nonresponsibility based upon available information. If the available information is insufficient to make a determination of responsibility, the CO shall determine the prospective contractor to be nonresponsible.

C.5 SPECIAL STANDARDS OF RESPONSIBILITY

C.5.1 In addition to the general standards of responsibility set forth above, the prospective contractor must demonstrate to the satisfaction of the District that it has the experience and capability to provide the required services. The bidder must submit with its bid convincing evidence that demonstrates that the bidder meets the Special Standard(s) of Responsibility. At a minimum, a bidder must provide the following evidence:

- a. Qualifications and Experience of Contractor – Provide at minimum three (3) client references for which the bidder has provided similar claims processing services in the last five (5) years. The bidder should provide a narrative describing the services provided to the client, and the name and contact information for the client.
- b. Qualifications and Experience of Personnel to be assigned to the District - Provide resumes and staffing plan.
- c. Adequate Claims Review Process – Provide narrative describing the contractor's claims review process including the process for identifying potential errors and fraud.