



REQUEST FOR PROPOSAL NO. PSC-23-15

**TECHNICAL CONSULTING SERVICES TO REVIEW AND ADVISE THE COMMISSION ON
MATTERS RELATED TO
FORMAL CASE 1175, WASHINGTON GAS LIGHT COMPANY'S "PROJECT Pipes 3 Plan"**

Proposal Issue Date: Tuesday, June 27, 2023

Proposal Due Date: Wednesday, August 2, 2023
No later than 4pm

Submit Electronically to: Kimberly M. Gray
kgray@psc.dc.gov

Contact: Kimberly M. Gray
Contract Specialist
Public Service Commission of the District of Columbia
1325 G Street, N.W., 8th Floor
Washington, DC 20005
Email: kgray@psc.dc.gov

SECTION A: EXECUTIVE SUMMARY

A.1 Purpose

The mission of the Public Service Commission of the District of Columbia (“Commission”) is to serve the public interest by ensuring that financially healthy utility companies provide safe, reliable and quality utility services at reasonable rates for District of Columbia customers while fostering grid modernization, conservation of natural resources, preservation of environmental quality, and advancement of the District’s climate policy commitments.

The purpose of the Request for Proposal (“RFP”) is to solicit proposals for a Contractor to provide technical consulting services to assist the Commission with the review of Formal Case No. 1175, Washington Gas Light Company’s (WGL) “PROJECT pipes 3 Plan”. **This Request for Proposal is issued in the open market with a 35% subcontracting requirement as applicable in Section C.**

A.2 Contract Term

It is anticipated that the contract term will be one year from the date of contract award, with four one-year options to extend the term of the contract at the Commission’s sole discretion.

A.3 Type of Contract

The contract(s) resulting from this RFP will be labor hours with a not-to-exceed contract ceiling amount.

A.5 Selection Criteria

Proposals will be evaluated in accordance with Section D of this RFP. The following evaluation criteria will be used:

A. 5.1	Experience & Past Performance	25 points
A. 5.2	Qualifications and Experience of Key Personnel	25 points
A.5.3	Technical Work Plan and Approach	30 points
A.5.4	Price	<u>20 points</u> 100 points
A.5.5	CBE Preference Points (See Section C.1)	<u>12 points</u>
Maximum Points		112 points

A.6 Anticipated Procurement Schedule

A.6.1	Publish RFP on Commission website	June 27, 2023
	Deadline for RFP questions	July 12, 2023
	Responses to questions posted on the Commission’s website	July 19, 2023
	Deadline for submission of proposals	August 2, 2023

A.6 List of Attachments

Attachment A - Form of Offer Letter

Attachment B – Disclosure/Conflict of Interest Statement

Attachment C- Non-Disclosure Agreement

Attachment D - Past Performance Evaluation Form

Attachment E – SBE Subcontracting Plan

Attachment F – Equal Employment Opportunity (EEO) Agreement and Report

Attachment G - First Source Agreement and Revised Employment Plan

Attachment H- Language Access Policy

SECTION B: SCOPE OF WORK

B.1 Background

PROJECTpipes is a 40-year accelerated pipeline replacement program from Washington Gas (WGL) to modernize the 1,200-mile natural gas distribution system in the District and enhance overall system resiliency, reliability, and safety for nearly 165,000 gas customers. This accelerated replacement program also helps the District meet its climate goals by reducing potential leaks and methane gas emissions on the distribution system. The Commission approved the first phase of PROJECTpipes (PP1) from June 1, 2014, to September 30, 2019, for a total amount of \$110 million, along with a substantial package of annual compliance reporting requirements, in August 2014. PP1 was extended for 15 months, through December 2020, with a budget not to exceed a total amount of \$141.25 million. PROJECTpipes 2 (PP2) began during the extension period of PP1. The DCPSC approved a 3-year PP2 plan from January 1, 2021, to December 31, 2023, for a total amount of \$150 million in December 2020. The DCPSC also required additional compliance reporting and an audit of WGL's implementation of PROJECTpipes.

In looking at the combination of PP1 and PP2 programs, it is expected that WGL will replace or remediate nearly 36 miles of high-risk gas main and about 8,500 service lines through the PROJECTpipes initiative through the end of CY 2023.

B.2 Scope of Work

On December 22, 2022, Washington Gas Light Company ("WGL" or "the Company") filed a request for approval of a "PROJECT Pipes 3 Plan ("PIPES 3 Plan") with the Commission. WGL also requests approval of a surcharge mechanism in advance of the December 31, 2023, expiration of the current PP2 Plan to allow the continuous progression of PROJECTpipes to enhance the public safety and improve the reliability of the distribution system; to enable coordination of work with the District of Columbia Power Line Undergrounding plan ("DC PLUG"); and to ensure the continued availability of contractor resources needed to perform the work under this program. WGL states that the PIPES 3 Plan offers benefits to customers and the environment and will further the Company's efforts to address relatively higher-risk pipe associated with an aging infrastructure by replacing pipe materials and components, as well as adding new features to enhance the safety of the system. WGL contends that approval of the PIPES 3 Plan will allow WGL to continue to modernize its system at an accelerated pace while reducing future risks.

The PIPES 3 Plan consists of eight (8) proposed distribution programs for the five (5) years January 1, 2024, through December 31, 2028, and an estimated total cost of \$671.8 million.

Program 1 – Bare and/or Unprotected Wrapped Steel Service Replacements;

Program 2 – Bare and/or Unprotected Wrapped Steel Main Replacements (including Contingent Main and Affected Services)

Program 3 - Vintage Mechanically Coupled Wrapped Steel Services and Main (including Contingent Main and Affected Services);

Program 4 – Cast Iron Main Replacements (including Contingent Main and Affected Services);

Program 5 – Copper Services;

Program 9 – Advanced Leak Detection – High Emitter;

Program 10 – Work Compelled by Others (e.g., AOP and Pepco's Capital Grid project) and;

Program 11 – Work Compelled by DC PLUG.

These programs include a five-year spending level of \$431.3 million for Programs 1-5, 9, and 10 and a three-year spending level of \$240.5 million for Program 11. According to WGL, the PIPES 3 Plan will replace approximately 28 miles of main and replace or changeover 7,637 residential and commercial services in its distribution system over the five (5) years of the plan.

By Order No. 21613, released May 10, 2023, and a revised public notice published May 19, 2023, the Commission extended the comment period to June 16, 2023, and the reply comment period to July 17, 2023. The Commission also invited interested parties to propose a procedural schedule to facilitate adjudication of this matter and specifically identify material issues of fact that they believe are in dispute. The specific date for completion of work will be agreed upon with the designated Contract Administrator for this project once the Commission establishes a procedural schedule. The Contractor shall perform the following tasks:

B.2.1 Review of WGL's PROJECTpipes 3 Application

The Contractor shall execute the following, under the direction of the technical Staff of the Commission:

1. Review WGL's PROJECTpipes 3 application, evaluate the plan from an overall engineering perspective, and provide recommendations regarding the plan, including program selection, project prioritization, budget estimates, and performance benchmarks, including identification of any material issues of fact in dispute. Assist Staff in developing data requests.
2. Review all comments from parties' and the Company.
3. Review the distribution programs (1-5, 9, 10, and 11) in PROJECTpipes 3 application to ensure that the selection of the programs comports with WGL's Distribution Integrity Management Program ("DIMP") and Optimain risk ranking and/or JANA risk modeling, which incorporates Subject Matter Expert (SME) Threat Identification Matrix and SME Risk Score Matrix, as prescribed by the Pipeline and Hazardous Materials Safety Administration ("PHMSA").
5. Review WGL's proposed Advanced Leak Detection (ALD) program (Program 9), including evaluating its appropriateness for inclusion in Project Pipes and provide a summary of the analysis.
6. Evaluate WGL's proposed changes in risk modeling software transitioning from Optimain to JANA Lighthouse software and provide a report on implications due to the software change.
7. Evaluate WGL's economic impact analysis and summarize its reasonableness, including any underlying assumptions or calculations.
8. Review Staff's revenue requirements and customer bill impacts based on proposed PP3 programs.
9. Review and evaluate the need for Programs 1-5, 9, 10, and 11 proposed by WGL in its PROJECTpipes 3 application.
10. Review all initial and supplemental testimony filed by WGL and parties' and provide a summary.
11. Prepare a joint preliminary technical report with Staff summarizing technical analysis.

B.2.2 Review Overall Project Pipes Performance including PP1, PP2, and long-term benefits and costs

The Contractor shall execute the following, under the direction of the technical Staff of the Commission:

1. Review WGL's performance on PP2 and the status of WGL's regular pipe replacement projects and its impact on WGL's PROJECTpipes 3 Application, including identification of lessons learned from PP2 and how those lessons will be applied to PIPES 3 Plan to improve WGL's performance.
2. Review the Reporting Requirements for PP2 in Commission Order No. 20671 and make recommendations for improvements and/or modifications to PIPES 3 reporting.
3. Review and confirm WGL's leak rates and quantification of the projected reduction in leak rates since June 2014 when PROJECT pipes began (given the unique composition of leaks in the city); and determine whether the leak rates and projected reductions in leak rates are consistent with DIMP methodology, if applicable;
4. Analyze long-term costs and benefits of PROJECT pipes, including GHG reductions and improved safety.
5. Review relevant filings and activities in the FC 1167 to evaluate interdependencies between PROJECT pipes and WGL's Climate Business Plan (FC 1167).
6. Validate WGL's assertions in the PROJECTpipes 3 application about the reduction in Green House Gas ("GHG") emissions due to PROJECTpipes, given the Commission's mandate and commitment to the preservation of environmental quality, including the effects on global climate change and the District's public climate commitments. Provide estimates for GHG emissions and leak reductions generated by PP3.
7. Review and evaluate WGL's proposed format for Annual Projects List filings in the PP3 application, including the proposed timing and development of cost estimates used for projects.
8. Review the PP3 application to ensure compliance with AltaGas/WGLH Merger Commitments and provide a report on how those commitments are incorporated into the proposed plan.
9. Review PP2 management audit results and summarize implications for PP3.
10. Review WGL's performance, including costs, replacements, and related performance filings for the three-year period of PP2, and provide a summary of the analysis, especially focusing on the third year of PP2.
11. Prepare a joint final technical report with Staff summarizing technical analysis.

B.3 General Requirements

The Contractor shall provide the services listed below on either an ongoing or as needed basis:

1. Monitor for updates related to Maryland's Strategic Infrastructure Development and Enhancement Plan ("STRIDE") program; and Virginia's Steps to Advance Virginia's Energy ("SAVE") program. When there is an update, review and provide a summary of comparison WGL's PIPES 3 Plan in the District versus STRIDE program and/or SAVE program. Monitor for updates and compare recent activities in other states' accelerated programs and PIPES 3

Plan to determine “Best Practices” and “Best-in Class” with particular focus on Maryland, Virginia and other mid-Atlantic states.

2. Review all relevant filings in this proceeding, including, but not limited to, the application, proposals, comments, motions, testimony, data requests and data responses, and briefs;
3. Meet with Commission staff, and the Commissioners as necessary;
4. Prepare technical memos and briefing materials and support staff with Commissioners’ briefings on all relevant engineering and technical issues;
5. Prepare and conduct briefings as requested;
6. Attend hearings, if applicable, and review and advise on all testimonies and other hearing-related activities; and
7. Assist and advise the Commission’s technical, legal staff, and consultants in drafting orders in FC1175;

B.4 Applicable Documents

Item #	Document Type	Title	Date
1	Formal Case No. 1175	Washington Gas Light Company’s (WGL) PROJECTpipes 3 Application	December 22, 2022
2	Formal Case No. 1154	Commission Order No. 20671 Project Pipes 2 Approval	December 11, 2020
3	Formal Case No. 1169	Washington Gas Light Company’s Rate Case Application	April 4, 2022
4	Formal Case No. 1167	WGL’s Climate Change Action Program – Part 1	December 15, 2021

B.5 Deliverables

The Contractor shall evaluate WGL’s PP3 proposal by analyzing various documents, filings, and sections and providing reports, briefings, and related documents as detailed below per „ the above contract scope, under the direction of the technical Staff of the Commission.

The specific due dates for deliverables will be agreed upon with the designated Contract Administrator for this project once the Commission establishes a procedural schedule.

All deliverable items may change pending updates to the case procedural schedule, legislative or evidentiary hearings, and motions filed by parties. Changes may require a contract amendment.

Item	Description	Frequency	Projected Due Date (Calendar days)
1	B.2.1 (1) and (2) Review WGL’s initial filing and testimony and all initial comments and reply comments	One Time	60 days after contract execution

2	Provide draft data request(s) to the Staff	Ongoing	Contract Duration
3	B.2.1 (5) Review WGL's Proposed ALD program, including appropriateness for inclusion in PP3, and provide a summary of the analysis, including evaluating the appropriateness of inclusion in PP3.	One Time	180 Days after contract execution
4	B.2.1 (6) Evaluate the implications and transition from Optimain to the JANA Lighthouse risk model and provide a report on implications.	One Time	150 Days after contract execution
5	B.2.1 (7) Evaluate the reasonableness of WGL's submitted Economic Impact Analysis and provide a summary of the analysis	One Time	165 Days after contract execution
6	B.2.1 (10) Provide a summary of all initial testimony and supplemental testimony filed by WGL and parties	One Time	120 Days after contract execution
7	B.2.1 (11) Work with Staff to prepare a joint report summarizing technical analysis. (Including a list of material issues of facts in dispute)	One Time	210 days after contract execution
8	B.2.2 (4) Conduct an analysis of long-term costs and benefits, including GHG and leak reductions, and provide a summary of the analysis	One Time	195 Days after contract execution
9	B.2.2 (5) Review analysis and related interdependencies provided by WGL and parties as filed in the FC1167 Climate Business Plan docket and provide a summary.	One Time	240 days after contract execution

10	B.2.2 (6) Validate and report on WGL's assertions in the PP3. Provide estimates for GHG emissions and leak reductions generated by PP3	One Time	135 Days after contract execution
11	B.2.2 (8) Review the PP3 application to ensure compliance with AltaGas/WGLH Merger Commitments and provide a report on how those commitments are incorporated into the proposed plan	One time	120 days after contract execution
12	B.2.2 (9) Review PP2 management Audit results and summarize implications for PP3	One Time	225 days after contract execution
13	B.2.2 (10) Review WGL's performance over the three-year period of PP2, including costs, replacements, and related performance filings, and provide a summary of the analysis	One Time	May 15, 2024
14	Review Staff's revenue requirements and bill impacts of PP3 and prepare joint proposal(s)	One Time	255 days after contract execution
15	B.2.2 (11) Develop Joint Staff and Consultant final report, including a summary of the case and final recommendations, potentially including a modified PP3 Program	One Time	270 days after contract execution
16	B.3 Provide status updates on deliverables	Bi-weekly	Contract duration
17	B.3 Provide support to Staff for Closed Session briefings to commissioners	Ongoing	Contract Duration
18	B.3 Work with Staff to undertake all relevant technical analysis, provide briefing materials/memos,	Ongoing	Contract duration subject to procedural schedule

	<p>and propose additional data requests as needed.</p> <p>Review other Parties' data requests and responses</p> <p>Review developments in neighboring jurisdictions, including VA SAVE and MD STRIDE.</p>		
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SECTION C: ECONOMIC INCLUSION

C.1 Preference for Local and Disadvantaged Business Enterprises or Businesses Operating in an Enterprise Zone

General: Under the provisions of the Small, Local and Disadvantaged Business Enterprise Development and Assistance Amendment Act of 2005,¹ preference shall be given to Offerors that are certified by the Department of Small and Local Business Development (“DSLBD”) as having resident business ownership, being a Local Business Enterprise, being a Disadvantaged Business Enterprise, or as operating in an Enterprise Zone. (A copy of the certification acknowledgment letter must be submitted with the Offeror’s submission and, if applicable, the Technical Proposal.) In accordance with these laws, the following preferences shall be awarded in evaluating an Offeror’s proposal:

- Three points shall be awarded if the Offeror is certified as a small business enterprise;
- Five points shall be awarded if the Offeror is certified as resident-owned business;
- Ten points shall be awarded if the Offeror is certified as a longtime resident business;
- Two points shall be awarded if the Offeror is certified as a local business enterprise;
- Two points shall be awarded if the Offeror is certified as a local business enterprise with its principal office located in an enterprise zone; and
- Two points shall be awarded if the Offeror is certified as a disadvantaged business enterprise.

A Certified Business Enterprise (“CBE”) shall be entitled to any or all of the preferences provided in this section, but in no case shall a CBE be entitled to a preference of more than 12 points or a reduction in price of more than 12 percent.

C.2 Mandatory Subcontracting Requirements

C.2.1 DSLDBE Participation

The Commission requires that significant participation by business enterprises certified by the Department of Small and Local Business Development as: (i) a local business enterprise; (ii) a small business enterprise; (iii) a disadvantaged business enterprise; (iv) having an owned resident business; (v) being a longtime business resident; or (vi) having a local business enterprise with its principal office located in an enterprise zone.

Accordingly, and in addition to the preference points conferred by Section C.1 to certified prime contractors, the Commission requires that business enterprises so certified must participate in at least 35% of the work unless the prime contractor is certified as a small, local or disadvantaged business enterprise.

C.2.2 If there are insufficient SBEs to completely fulfill the requirement of paragraph C.2.1,

¹ D.C. Code §2-218.01 *et. seq.* (2006 Repl. & Supp. 2008).

then the subcontracting may be satisfied by subcontracting 35% of the contract value to any qualified certified business enterprises (CBEs); provided, however, that all reasonable efforts shall be made to ensure that SBEs are significant participants in the overall subcontracting work.

C.2.3 A prime contractor that is certified by DSLBD as a small, local, or disadvantaged business enterprise shall not be required to comply with the provisions of Sections C.2.1 and [C.2.2].

C.2.4 Except as provided in C.2.5 and C.2.7, a prime contractor that is a CBE and has been granted a bid preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least 35% of the contracting effort with its own organization and resources and, if it subcontracts, 35% of the subcontracting effort shall be with CBEs. A CBE prime contractor that performs less than 35% of the contracting effort shall be subject to enforcement actions under D.C. Official Code § 2-218.63.

C.2.5 If the prime contractor is a certified joint venture and has been granted a bid preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, the CBE member of the certified joint venture shall perform at least 50% of the contracting effort with its own organization and resources and, if it subcontracts, 35% of the subcontracting effort shall be with CBEs. If the CBE member of the certified joint venture prime contractor performs less than 50% of the contracting effort, the certified joint venture shall be subject to enforcement actions under D.C. Official Code § 2-218.63.

C.2.6 Each CBE utilized to meet these subcontracting requirements shall perform at least 35% of its contracting effort with its own organization and resources.

C.2.7 A prime contractor that is a CBE and has been granted a bid preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least 50% of the on-site work with its own organization and resources if the Contract is \$1 million or less.

C.2.8 Offerors will be required to submit a SBE Subcontracting Plan (Attachment E) with their proposals. The SBE Subcontracting Plan must demonstrate how this requirement will be met and should identify the specific firms that will be used and their respective roles.

C.2.9 Information:

For information regarding the application process, contact the DSLBD at the following address or telephone number:

Department of Small and Local Business Development
Government of the District of Columbia
One Judiciary Square
441 - 4th Street, N.W., 9th Floor, Suite 970 N
Washington, D.C. 20001
(202) 727-3900 (Telephone Number)
(202) 724-3786 (Facsimile Number)

Any Offeror with Local Business Enterprise or Disadvantaged Business Enterprise certification as its joint venture or constituent entity, shall be entitled to the applicable preference points provided for in the Small, Local, and Disadvantaged Business Enterprise Development and Assistance Act, Part D, Subpart 2, Sec. 2343 in direct proportion to the percentage of the effort to be performed by the Local Business Enterprise or Disadvantaged Business Enterprise. A copy of the certification acknowledgment letter must be submitted with the Offeror's Proposal.

C.3 HIRING OF DISTRICT RESIDENTS AS APPRENTICES AND TRAINEES

C.3.1 For all new employment resulting from this contract or subcontracts hereto, as defined in Mayor's Order 83-265 and implementing instructions, the Awardee shall use its best efforts to comply with the following basic goal and objectives for utilization of bona fide residents of the District of Columbia in each project's labor force:

C.3.1.1 At least fifty-one (51) percent of apprentices and trainees employed shall be residents of the District of Columbia registered in programs approved by the District of Columbia Apprenticeship Council.

C.3.2 The Awardee shall negotiate an Employment Agreement with the Department of Employment Services (DOES) for jobs created as a result of this contract. The DOES shall be the Awardee first source of referral for qualified apprentices and trainees in the implementation of employment goals contained in this clause

C.4 51% DISTRICT RESIDENTS NEW HIRES REQUIREMENTS AND FIRST SOURCE EMPLOYMENT AGREEMENT

C.4.1 For contracts for services in the amount of \$300,000 or more, the Awardee shall comply with the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code § 2-219.01 et seq. (First Source Act).

C.4.2 The Awardee shall enter into and maintain during the term of the contract, a First Source Employment Agreement (Employment Agreement) with the District of Columbia Department of Employment Service's (DOES), in which the Awardee shall agree that:

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

C.4.3 The Awardee shall not begin performance of the contract until its Employment Agreement has been accepted by DOES. Once approved, the Employment Agreement shall not be amended except with the approval of DOES.

C.4.4 The Awardee agrees that at least 51% of the new employees hired to perform the contract shall be District residents.

C.4.5 The Awardee hiring and reporting requirements under the First Source Act and any rules promulgated thereunder shall continue for the term of the contract.

- C.4.6** The CO may impose penalties, including monetary fines of 5% of the total amount of the direct and indirect labor costs of the contract, for a willful breach of the Employment Agreement, failure to submit the required hiring compliance reports, or deliberate submission of falsified data.
- C.4.7** If the Awardee does not receive a good faith waiver, the CO may also impose an additional penalty equal to 1/8 of 1% of the total amount of the direct and indirect labor costs of the contract for each percentage by which the Awardee fails to meet its hiring requirements.
- C.4.8** Any Awardee which violates, more than once within a 10-year timeframe, the hiring or reporting requirements of the First Source Act shall be referred for debarment for not more than five (5) years.
- C.4.9** The Awardee may appeal any decision of the CO pursuant to this clause to the D.C. Contract Appeals Board as provided in Article 7 of the Department of General Services Standard Contract Provisions (Construction Contracts), Disputes and or Article 14 of the Department of General Services Standard Contract Provisions (Supplies and Services Contracts) (January 2016).
- C.4.10** The provisions of the First Source Act do not apply to nonprofit organizations which employ 50 employees or less.

C.5 EQUAL EMPLOYMENT OPPORTUNITY AGREEMENT AND REPORT

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

SECTION D: EVALUATION AWARD CRITERIA

D.1 Evaluation Process

The Commission will award the contract to the Offeror whose proposal, in light of all factors, is most advantageous to the Commission. Each Offeror will be evaluated in accordance with the Evaluation Criteria listed below, the procedures set forth in this RFP and the Commission's procurement regulations.

D.2 Evaluation Committee

Each proposal shall be evaluated by an Evaluation Committee in accordance with the Evaluation Criteria. The Evaluation Committee shall prepare a written report summarizing its findings and submit the same to the selection official(s). The selection official will consider the report prepared by the Evaluation Committee, in making an award decision.

D.3 Oral Presentation

The Department reserves the right to interview Offerors in the competitive range if necessary. If the Department conducts such interviews, each Offeror within the competitive range shall make an oral presentation to the Department's Evaluation Committee and participate in a question and answer session. The purpose of the oral presentation and the question and answer session is to permit the Evaluation Committee to fully understand and assess the qualifications of each Offeror and the Offeror's key personnel.

D.3.1 Schedule

The order of presentation will be selected randomly, and the Offerors will be informed of their presentation date before the beginning of oral presentations. The Commission reserves the right to reschedule the date and time of any Offeror's presentation.

D.3.2 Offeror Attendees

The oral presentation will be made by the Offeror's personnel who will be assigned the key jobs for this project. Each Offeror will be limited to 4 persons. The job functions of the persons attending the presentation will be considered to be an indication of the Offeror's assessment of the key areas of responsibility that are deemed essential to the successful completion of the project.

D.3.3 Topics

The Offeror may present information about its capabilities and special qualifications, including the qualifications of key personnel.

D.4 Proposal Evaluation

Each proposal will be scored on a scale of 1 to 100 points. In addition, Offerors will be eligible to receive up to 12 preference points as described in **Section C.1** of this RFP for participation by Local, Small or Disadvantaged Business Enterprises. Thus, the maximum number of points possible is 112.

D.4.1 Experience & Past Performance (25 points)

Offerors will be evaluated based on the demonstrated experience, qualifications, capabilities, and quality of past performance in completing projects of similar scope and complexity to that required by **Section B** of this RFP.

Offerors shall list all projects that the Offeror has completed in the last 5 years that are similar to this scope of work with descriptions that best illustrate the Offeror's relevant experience and capabilities. In addition, identify any personnel who were assigned to those projects, who are proposed to provide services required under this RFP. Offeror shall provide at a minimum the following verifiable information:

1. Project name and location
2. Name, address, contact person, and telephone number of reference contact
3. Description of the work performed by the Offeror
4. Time period
5. Identification of Offeror's personnel involved who are proposed as key personnel for this RFP
6. Offerors shall return a completed Past Performance Evaluation Form **Attachment D** for each project.

D.4.2 Qualifications and Experience of Key Personnel (25 points)

Offerors will be evaluated on the experience and qualifications of the key individuals assigned to this project. Offerors shall identify the persons who will perform the work described in this RFP and provide a detailed resume for each individual that describes the experience and qualifications applicable to the performance of the tasks for which they would be responsible.

Please include an organizational chart showing reporting relationships of team personnel. Offerors shall designate one individual as the Project Manager and this person shall be responsible for project management, reporting, coordination, and accountability for the entire project. The Commission must be notified of changes to the personnel assigned to work on this project(s).

D.4.3 Technical Work Plan and Approach (30 points)

The Offeror must submit a Technical Work Plan that describes clearly, specifically, and as completely as possible the details for carrying out the responsibilities of the duties associated with the Scope of Work contained in Section B.2 of this RFP.

Offerors must provide a Key Personnel Resource Schedule which shows the level of effort by number of hours and position that the Offeror believes will be necessary to support its proposed work plan. This Key Personnel Resource Schedule will be evaluated to determine whether the Offeror fully understands the project and has allocated appropriate resources for this project

D.4.4 Price (20 points)

Offerors are required to quote fixed hourly rates as indicated on **Attachment A**, Form of Offer Letter and will be evaluated on its Estimated Total Price.

The Commission may evaluate each Offeror's price against its technical proposal to determine which combination of price and technical merit is most advantageous to the Commission.

For evaluation purposes, price points will be assigned based on the total estimated price for the project. Price will initially be evaluated using an objective rating scale with the lowest estimated price receiving the maximum point score and others receiving a proportionately lower score. In addition, the Commission may evaluate each Offeror's price against its technical proposal to determine which combination of price and technical merit is most advantageous to the Commission.

D.5 Written or Oral Discussions

Section 2202.12 of the Commission's procurement regulations permits the Contracting Officer to conduct oral discussions with Offerors that tender submissions.

D.5.1 Award Without Discussions

The Commission may award the prospective contract without either written or oral discussions. Therefore, each Offeror is advised that it should submit a complete and thorough submission that is fully compliant with the instructions in this RFP.

D.5.2 Competitive Range

If the Contracting Officer elects to hold discussions with Offerors, then discussions will be held with all Offerors in the competitive range, which will be established based on the evaluation criteria set forth in Subsections D.4.1 to D.4.3 and Section C.1. Upon completion of discussions, the Contracting Officer will issue to all Offerors in the competitive range a request for best and final offers. After receipt of best and final offers, the Contracting Officer will not reopen discussions unless it is clearly in the best interest of the Commission to do so.

D.6 Retention of Submissions

All submissions shall be retained by the Commission and therefore shall not be returned to the Offerors.

D.7 Examination of Submissions

Offerors are expected to examine the requirements of all instructions (including all amendments, addenda, attachments and exhibits) in this RFP. Failure to do so shall be at the sole risk of the Offeror and may result in disqualifications.

D.8 Late Submissions: Modifications

Any submission or best and final offer received at the office designated in this RFP after the exact time specified for receipt shall not be considered. Any modification of a submission, including a modification resulting from the Contracting Officer's request for best and final offers, is subject to the same condition.

The only acceptable evidence to establish the time of receipt at the Commission is the time-date stamp of the Commission on the submission cover page or other documentary evidence of receipt maintained by the Commission. Notwithstanding any other provisions of this RFP to the contrary, a late modification of an otherwise successful submission that makes the terms more favorable to the Commission may be considered at any time it is received and may be accepted.

Submissions shall be irrevocable and remain in full force and effect for a period not less than 120 days after receipt of submissions.

D.9 No Compensation for Preparation of Submissions

The Commission shall not bear or assume any financial obligation or liability regarding the preparation of any submissions in response to this RFP or prepared in connection therewith, including but not limited to any submissions, statements, reports, data, information, materials or other documents or items.

D.10 Rejection of Submissions

The Commission reserves the right, in its sole discretion:

1. To cancel this solicitation or reject all submissions.
2. To reject submissions that fail to prove the Offeror's responsibility.
3. To reject submissions that contain conditions and/or contingencies that, in the Commission's sole judgment, make the submission indefinite, incomplete, otherwise non-responsive, or otherwise unacceptable for award.
4. To waive minor irregularities in any submission provided such waiver does not result in an unfair advantage to any Offeror.
5. To take any other action within the applicable procurement regulations or law.
6. To reject the submission of any Offeror that has submitted a false or misleading statement, affidavit or certification in connection with such submission or this RFP.

SECTION E: PROPOSAL ORGANIZATION AND SUBMISSION

This section outlines specific information necessary for the proper organization of the Offeror's proposal and manner in which the proposal should be proffered.

E.1 Submission Identification

Submissions shall be emailed with the subject header: "**Technical Consultant to Review and Advise the Commission on Washington Gas Light Company's "PROJECT Pipes 3 Plan"**".

Submissions shall be emailed to:

Kimberly Gray
Contract Specialist
kgray@psc.dc.gov

E.2 Date and Time for Receiving Submissions

Submissions shall be received no later than 4:00 p.m., EST, August 2, 2023, Offerors assume the sole responsibility for timely delivery of their submission, regardless of the method of delivery.

E.3 Submission Size, Organization and Offeror Qualifications

All submissions shall be submitted electronically. The Commission is interested in a qualitative approach to presentation material. Brief, clear, and concise material is more desirable than quantity. The proposal **shall be organized as follows**:

E.3.1 Table of Contents

Offeror's must include a Table of Contents with page numbers for each section.

E.3.2 Disclosure/Conflict of Interest Form

Each Offeror shall submit a Disclosure/Conflict of Interest Statement substantially in the form of **Attachment B**.

E.3.3 Executive Summary

Each Offeror should provide a summary of no more than three pages.

E.3.4 Non-Disclosure Agreement

Each Offeror shall submit a Non-Disclosure Agreement substantially in the form of **Attachment C**.

E.3.5 Certificate of District City-wide Clean Hands

The taxpayer must self-generate and provide the agencies with the Clean Hands Certificate from the OTR self-service portal located at – mytax.dc.gov

E.3.6 Corporate Information

Offerors, if incorporated, shall attach to the proposal, a current franchise tax Certificate of Good Standing, issued by the District of Columbia Comptroller's Office. Offerors shall provide to the Commission, Offeror's 9-digit Federal Employer's Identification Number (FEI#) or Social Security Number (SSN) if Offeror is an individual. If a domestic corporation, Offerors shall also provide to the Commission the corporation's charter number issued by the District of Columbia Department of Consumer and Regulatory Affairs. If a foreign corporation, Offerors shall also provide to the Commission a copy of a valid Certificate of Authority to do business in the District of Columbia, issued by the District of Columbia Department of Consumer and Regulatory Affairs.

E.3.7 Experience and Past Performance

The Offeror should submit information consistent with the requirements delineated in Section D.4.1.

E.3.8 Qualifications and Experience of Key Personnel

The Offeror should submit information consistent with the requirements delineated in Section D.4.2.

E.3.9 Technical Work Plan and Approach

The Offeror should submit information consistent with the requirements delineated in Section D.4.3.

E.3.10 Price

The Offeror shall submit Attachment A, Form of Offer Letter, as applicable. The Offeror should submit cost information consistent with the requirements delineated in Section D.4.4 **DO NOT INCLUDE PRICING INFORMATION IN YOUR TECHNICAL PROPOSAL**

THE FORM OF OFFER LETTER (ATTACHMENT A) SHALL BE SEPARATED FROM THE TECHNICAL PROPOSAL INFORMATION.

SECTION F: GENERAL REQUIREMENTS

F.1 Contact Person

Any company or person wishing to obtain clarifying information about this RFP may submit inquiries *in writing* to:

Kimberly M. Gray
Contract Specialist
kgray@psc.dc.gov

F.1.1 Questions

All inquiries must be made on or before July 12, 2023, to the attention of Kimberly M. Gray at the email address above. RFP No. PSC-23-15 must be identified as the subject. Answers to all written questions timely received will be issued by Addendum and posted on the Commission's Contracting and Procurement webpage, at www.dcpsc.org under RFP No. PSC-23-15.

F.2 Explanations to Prospective Offerors

Offerors should carefully examine this RFP and all amendments, addenda, or other revisions, and be thoroughly familiar with all requirements prior to proffering a submission. Should an Offeror find discrepancies or ambiguities in, or omissions from, the RFP and amendments, addenda or revisions, or otherwise desire an explanation or interpretation of the RFP, any amendments, addenda, or revisions, it must submit a request for interpretation or correction in writing. Any information given to an Offeror concerning the solicitation shall be furnished promptly to all other Offerors as an amendment or addendum to this RFP if, in the sole discretion of the Commission, that information is necessary in proffering submissions or if the lack thereof would be prejudicial to any other prospective Offerors. Oral explanations or instructions given before the award of the contract shall not be binding.

F.3 Protests/Disputes

Protests and disputes shall be governed by Sections 2206 and 2207 of the Commission's Procurement regulations (15 DCMR §§ 2206-7). As provided in Section 2206.1, protests alleging defects in this solicitation must be filed within ten (10) business days of the solicitation. If an alleged defect does not exist in this initial RFP but was incorporated into the RFP by an amendment or addendum, a protest based on that defect must be filed before the next closing time established for proffering submissions. In all other cases, a protester shall file the protest within ten (10) days after the protester knows or should have known, whichever is earlier, of the facts and circumstances upon which the protest is based. All protests must be made in writing to the Office of the Commission Secretary and must be filed in duplicate. Protests shall be served on the Commission by obtaining written and dated acknowledgment of receipt from the Office of the Commission Secretary. Protests received by the Commission after the indicated period shall not be considered. To expedite handling of protests, the envelope shall be labeled "Protest." The written protest shall be signed by the protester or its representative and shall include at a minimum the following:

1. The name, address, and telephone number of the protester;
2. Appropriate identification of the procurement, i.e., the RFP number and, if a contract has been awarded, its number;
1. A concise statement of the grounds for the protest and a specific request for a ruling from the Chief Contracting Officer of the Commission; and
2. Supporting exhibits, evidence or documents to substantiate any claims, unless not available within the filing time, in which case the expected availability date should be indicated.

F.4 Authority

This Request for Proposals ("RFP") is released pursuant to the Commission's procurement regulations, 15 DCMR § 2200 *et. seq.* (2000), which is published on the Commission's website at www.dcpssc.org or click on <http://dcpssc.org/PSCDC/media/PDFFiles/Procurements/Chapter22.pdf> .

F.5 Time

Unless otherwise specified in this RFP, time, if stated in number of days, shall include Saturdays, Sundays and holidays.

F.6 Licensing, Accreditation and Registration

The selected Offeror shall comply with all applicable District of Columbia and federal licensing, accreditation, and registration requirements and standards necessary for the performance of the contract.

F.7 Limitation of Authority

Only the Commission or a person with prior written authority from the Commission shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of the contract. Furthermore, any alteration, amendment, modification, or waiver of any clause or condition of this RFP is not effective or binding unless made in writing and signed by the Commission or its authorized representative.

F.8 Conformance with Laws

It shall be the responsibility of the selected Offeror to perform under the contract in conformance with the Commission's procurement regulations and all statutes, laws, codes, ordinances, regulations, rules, requirements, orders, and policies of governmental bodies, including, without limitation, the U.S. Government and the District of Columbia government; and it is the sole responsibility of the selected Offeror to identify the procurement regulations, statutes, laws, codes, ordinances, regulations, rules, requirements, orders and policies that apply and their effect.

F.9 Language Access Policy

Contractors, including third party providers, hired by the Commission to carry out services, programs, or activities directly to the public are required to **a)** collect data regarding contact with LEP/NEP customers and report this data to the Commission on a quarterly basis, **b)** provide oral interpretation services, **c)** translate vital documents, and **d)** train personnel on all compliance requirements according to the same standards required of the Commission, **e)** by agreement, certify in writing that LA Act compliance requirements will be satisfied by contractors, and **f)** display relevant multilingual signage.

F. 10 Statement Regarding Potential Conflicts of Interest

Each Offeror shall identify any relationships between itself or its employees and the companies under the jurisdiction of the Commission, or any parent, subsidiary or affiliate, of such companies. The extent, nature and time aspects must be identified. If there have been no such relationships, a statement to that effect shall be included in the proposal. Failure to provide the statement on potential conflicts of interest will automatically disqualify the Offeror.

F.11 Financial Capability

The selected awardee may be required by the Commission to describe their financial capability to complete the work required and to sustain operations for the term of the contract. Acceptable evidence of financial capability may include, if requested, an audited financial statement within the past 12 months from a certified public accountant.

SECTION G: INSURANCE REQUIREMENTS

G.1 Required Insurance

The Contractor will be required to maintain the following types of insurance throughout the life of the contract.

G.1.1 Commercial general public liability insurance ("Liability Insurance") against liability for bodily injury and death and property damage, such Liability Insurance to be in an amount not less than One Million Dollars (\$1,000,000) for liability for bodily injury, death and property damage arising from any one occurrence and One Million Dollars (\$1,000,000) from the aggregate of all occurrences within each policy year. The policy should include completed operations coverage and must be maintained for a period of at least three (3) years after substantial completion occurs.

G.1.2 Workers' compensation and Employers Liability coverage providing statutory benefits for all persons employed by the Offeror, or its contractors and subcontractors at or in connection with the Work.

G.1.3 Automobile Liability, including Hired and Non-Owned Auto Liability in the amount of at least One Million Dollars (\$1,000,000) for each occurrence for bodily injury and property damage.

G.1.4 Additional Insured

Each insurance policy shall be issued in the name of the Contractor and shall name as additional insured parties the Department and the District of Columbia and shall not be cancelable or reduced without thirty (30) days prior written notice to the Commission.

G.2 Waiver of Subrogation

All such insurance shall contain a waiver of subrogation against the Commission and the District of Columbia, and their respective agents.

G.3 Strength of Insurer

All insurance shall be placed with insurers that are reasonably acceptable to the Commission and with an A.M. Best's rating of not less than A- (Excellent) and a surplus size of not less than XV. All such insurers shall be licensed/approved to do business in the District of Columbia.