



REQUEST FOR PROPOSALS NO. PSC-24-19

Technical Consultant(s) for Formal Case (FC) No. 1176, Application of Potomac Electric Power Company (Pepco) for Authority to Implement a Multi-Year Rate Plan for Electric Distribution in the District of Columbia.

Proposal Issue Date: March 14, 2024

Proposal Due Date: April 15, 2024
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 this Request for Proposal (“RFP”) is to solicit proposals for one or more Contractors to provide Technical Consultant(s) for Formal Case (FC) No. 1176, The Application of Potomac Electric Power Company (Pepco) for Authority to Implement a Multi-Year Rate Plan for Electric Distribution in the District of Columbia. **This Request for Proposal is issued in the open market with a 35% subcontracting requirement as applicable in Section C.**

A.2 Proposal Submission

There are three categories of work included in **Section B.2.1** of this RFP. Offerors may submit a proposal for one or more categories and may be awarded a contract for more than one category of work. **Offerors must submit a separate proposal for each category of work to be considered for multiple categories.**

A.3 Contractor Qualifications

A.3.1 Category 1 Revenue Requirements/Cost of Service/Rate Design

The Contractor should have expertise in revenue requirements, cost of service, class allocation of revenues, rate design, multi-year rate plans, and utility decoupling ratemaking mechanisms.

A.3.2 Category 2 Depreciation

The Contractor should have expertise on Depreciation for regulated electric distribution utilities.

A.3.3 Category 3 Engineering/Capital Expenditure/Climate Programs

The Contractor should have engineering and capital expenditure expertise (i.e. construction engineering and budgeting expertise), as it relates to an electric distribution system. The Contractor shall also have familiarity with utility climate plans.

A.3 Contract Term

It is currently anticipated that the entire rate case will be completed within 18 months from the date of contracting, however, the timing of a final rate case decision is dependent on an approved procedural schedule. It is anticipated that the contract term will be one year with the option to extend for two additional one-year periods at the Commission’s sole discretion.

A.4 Type of Contract

The contract(s) resulting from this RFP will be labor hour with a not to exceed contract ceiling amount. See Attachments A1, A2, and A3, Form of Offer Letter(s).

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	Qualifications and Experience of Team	55 points
A.5.2	Proposed Technical Approach	30 Points
A.5.3	Price	<u>15 points</u> 100 points
A.5.4	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	March 14, 2024
	Deadline for RFP questions	March 20, 2024
	Deadline for submission of proposals	April 15, 2024
	Projected award date	Late May 2024

A.7 List of Attachments

- Attachment A1 – A3 - 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

On April 13, 2023, Pepco (Potomac Electric Power Company's ("Pepco" or "Company")) submitted its application for approval to increase rates through the implementation of a multi-year rate plan "MRP" for its electric distribution service in the District of Columbia for the years 2024 through 2026. The Commission subsequently opened formal case (FC) 1176 and published a public notice related to Pepco's rate increase proposal. The Commission issued an order granting intervention status, and the Commission held a scheduling conference on June 13, 2022. The current procedural schedule is as follows:

Deadline for Data Requests on Pepco's October 16, 2023, Supplemental Testimony, and Pepco's October 19, 2023, Voluntary filing	December 13, 2023
Pepco Responses to December 13, 2023, Data Requests	December 29, 2023
Direct Testimony and Exhibits of OPC and Intervenors	January 12, 2024
Deadline for Data Requests Regarding OPC and Intervenors' Testimony	January 26, 2024
All Responses to Data Requests Regarding OPC and Intervenors' Testimony	February 12, 2024
Rebuttal Testimony and Exhibits by All Parties	February 27, 2024
Deadline on Data Requests on Rebuttal Testimony	March 11, 2024
Surrebuttal Testimony	March 22, 2024
Settlement and Stipulation Conference	March 27, 2024
Parties Report on Settlement and Stipulation Conference	April 1, 2024
Evidentiary Hearing (if necessary)	April 17-19, 2024
Community Hearings (Location and Time TBD)	
Initial Post-Hearing Briefs	May 8, 2024
Reply Briefs	May 24, 2024

B.2 Scope of Work

B.2.1 Specific Tasks

In its advisory role to the Commission, the Contractor shall provide technical assistance to staff in Formal Case No. 1176 and take the lead in conducting such review, research, and analyses necessary to address the tasks in one or more of the following categories of work: **Category 1** – Revenue Requirement/Cost of Service/Rate Design; **Category 2** – Depreciation, and **Category 3** – Operational, Engineering/Capital Expenditure/Climate Programs.

B.2.1.1 Category 1- Revenue Requirement/Cost of Service/Rate Design

The Contractor shall develop and test a revenue requirements model which requires expertise in revenue requirement and modeling; review the proposed rate design and all ratemaking adjustments; and review the separately filed depreciation study and its impacts on utility revenue requirements. The Contractor for Category 1 is required to complete the following tasks categorized below.

Revenue Requirement:

The Contractor shall review, analyze, and assess the reasonableness of Pepco's proposed revenue requirements for each year in the MRP, Rate Year 1 (RY1), Rate Year 2 (RY2) and Rate Year 3 (RY3). The revenue requirement modeling shall also incorporate the results of the cost of capital analysis which will be provided to the Contractor by the Commission. Such assessment shall include, but not be limited, to the following items:

- 1) Rate Base, including analysis of projected rate base and components of rate base, including electric plant in service, accumulated depreciation, accumulated deferred income taxes, regulatory assets, etc.
- 2) Cost of Capital (including Return on Equity (ROE), cost of debt, and capital structure).
- 3) Operating revenues (including review of forecasted revenues and review of weather normalization adjustments).
- 4) Operating expenses (including amortization of regulatory assets and O&M).
- 5) Taxes.
- 6) Cash working capital and lead-lag study.
- 7) Other cost of service items.
- 8) Energy and demand forecast and weather normalization adjustments.
- 9) MRP structure and mechanism, including earning sharing mechanism, smoothing adjustments, deferred accounting treatment, annual reconciliation process and re-opener provisions.

Rate Design

The Contractor shall develop a dynamic model of Pepco's rate design, including inputs for the cost-of-service components, including but not limited to the items listed below. The model shall allow for scenario analysis, including changes to the various components of Pepco's rate design. The rate design modeling shall also incorporate the results of the revenue requirement results. The Contractor is required to conduct the following tasks:

- 1) Distribute the Commission-approved revenue requirement among rate classes using a rate design model to be developed by the Contractor;
- 2) Review and evaluate Pepco's Jurisdictional Cost Allocation Study;
- 3) Review of proposed billing determinants included in rate design proposals;
- 4) Review and evaluate Rate Design for various classes and any review of related rate design proposals;
- 5) Review of any proposals addressing issues related to the Company's full decoupling mechanism, known as the Bill Stabilization Adjustment (BSA) and review of any ratemaking proposals addressing the current BSA deferral balance;
- 6) Review and evaluate the distribution of revenue requirements among rate classes (including review of distribution service marginal cost study);
- 7) Review of all rate making adjustments (RMAs), including development of a breakdown between contested and uncontested RM; and
- 8) Review and evaluate any other rate design/tariff items.

B.2.1.2 Category 2 – Depreciation

The Contractor shall review the separately filed Depreciation Study, including the reasonableness of depreciation rates for various equipment classes. The Contractor is required to complete the following tasks:

- 1) Verify calculations and components of depreciation rates (including such items as salvage, cost of removal, etc.);
- 2) Review of any changes in depreciation rates from previously approved depreciation rates;
- 3) Review of RMAs related to depreciation study results.
- 4) Review and prepare summary of Depreciation Study

B.2.1.3 Category 3 – Operational and Engineering/Capital Expenditure/Climate Programs

The Contractor shall review the Company's Capital Expenditures and Electric Plant in Service Projections, and related Construction program. The Contractor shall conduct a detailed review of Pepco's capital expenditure plan and operations from an engineering perspective to determine whether Pepco's practices and procedures are consistent with industry practice and with the Company's own standards. This review will include the following tasks:

- 1) Review of Company's capital expenditures, including investments related to reliability, load growth, and customer-driven expenditures;
- 2) Review of any climate-related projects reflected in capital expenditures projections;
- 3) Review of capital projects and electric plant in service related to the Capital Grid or the Downtown Resupply Projects; and
- 4) Review of consistency of Company's capital expenditures to projections on energy consumption and peak load forecasts and distribution system capacity.

B.2.2 General Requirements

The Contractor(s) shall perform the following general tasks, as necessary, to provide advisory services related to the specific tasks described in Section B.2.1 for all three (3) categories of work;

- 1) Review of all relevant filings in this proceeding, including, but not limited to the application, proposals, comments, motions, testimony, data requests and data responses, and briefs. The Contractor must conduct a detailed review of Pepco's proposal and the parties' arguments regarding each issue related to their responsibilities.
- 2) At the request of the CA, advise Commission staff of the results of their analysis through a detailed pre-hearing and post-hearing memorandum.
- 3) Review of relevant laws and Commission decisions, and relevant activities and decisions in other jurisdictions.
- 4) Research, as necessary, technical issues as reflected in *each* Specific Tasks in Section B.2.1.
- 5) Meet bi-weekly with Commission staff to give project updates.
- 6) Confer with the Commissioners, Commission staff, technical and legal consultants, as necessary.
- 7) Prepare analytical advisory memoranda and reports as assigned.
- 8) Assist in conducting briefings as requested.
- 9) Attend hearings if requested by the Contract Administrator.
- 10) Assist and advise the Commission's technical and legal staff and consultants in drafting orders in this proceeding.
- 11) Under the direction of the Commission's CA, advise the Commission on the extent to which any proposed multi-year plan (MRP) rate case proposals and proposed alternative forms of regulation (AFORs) comply with the policy and principles guidance previously promulgated by the Commission. If needed, the Contractor(s) will also review any traditional rate case proposals.

B.3 Applicable Documents

Additional documents will be filed in Formal Case 1176.

Item #	Document Type	Title	Version/Date
1	Formal Case No. 1169 Pepco's Rate Case Application	Pepco's Rate Case	April 13, 2023
2	Formal Case No. 1156 Depreciation Study	Pepco's 2021 Depreciation Study	January 31, 2023

B.4 Deliverables

The Contractor shall complete the work delineated in sub-section B.2.1. The specific date will be agreed upon by the designated Contract Administrator for this project once the Commission establishes a procedural schedule. Changes in the procedural schedule may invoke a contract modification.

Item	Description	Frequency	Due Date (Calendar days)	Category
1	Review Pepco initial filing and testimony and draft data request(s)	One Time	30 days after contract execution	1,2,3
2	Prehearing recommendation memo and PowerPoint briefing, along with a post-hearing recommendation memo and a PowerPoint briefing	At the request of the CA.	TBD	1,2,3
3	Review and prepare summary of Depreciation Study	One Time	60 days after contract execution.	2
4	Prepare a summary report of all initial testimony and supplemental testimony filed by Pepco and parties for Commission review. This includes compliance with previous PSC policy guidance on AFOR's and MRP's. Identify any material issues of facts in dispute.	One Time	TBD	1,2,3
5	Revenue Requirements Model	One Time	TBD	1
6	Dynamic Model of PEPCO's rate design		TBD	1
7	Review and prepare summary comments on filed briefs	One Time	TBD	1,2,3

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, 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

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

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 an 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 RESIDENT'S 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 may award contracts to three (3) separate Contractors; however, the Commission reserves the right to award more than one (1) Category of work to a single Contractor. The Commission will award the Contract(s) to the Offeror whose proposal for each category, 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 Qualifications and Experience of the Team (55 POINTS TOTAL)

D.4.1.3 Qualifications and Experience of Firm and/or Team Members, including subcontractors, and partners.

Offerors will be evaluated separately for each category for which it submits a proposal. Offerors will be evaluated on their demonstrated experience, qualifications, capabilities, and past performance for each category. Offerors shall provide at a minimum the following verifiable information:

D.4.1.3.1 Descriptions of work the Offeror has completed in the last 5 years that is similar in scope and complexity to that required by the applicable category in Section B of this RFP. **(20 Points)**

D.4.1.3.2 Offerors shall identify the Key Personnel who will perform the work described in this RFP and provide a detailed resume for each that describes the experience and qualifications applicable to the performance of the work for which they would be responsible. The Offerors shall identify Key Personnel, if any, who performed the work described in response to D.4.1.3.1 who are proposed as key personnel for this RFP. **(20 Points)**

D.4.1.3.3 Offerors shall return a minimum of three (3) completed Past Performance Evaluation Form Attachment C, preferably for the work described in response to D.4.1.3.1. **(15 points)**

D.4.2 Proposed Technical Approach (30 POINTS TOTAL)

Offerors shall describe and will be evaluated on their proposed technical approach to the work required for the category they are applying for.

D.4.3 Price (15 points)

Offerors are required to quote hourly rates for all proposed personnel on Attachment **A1 -A3**, as applicable for **each category** of work it proposes to perform. Although staff members may change, the hourly rates associated with the labor categories the Offeror's proposes on Attachment A1 - A3 shall remain fixed throughout the term of the contract.

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 Total Estimated Price and hourly rates, including escalation, 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.4.2.2 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(s) for Formal Case (FC) No. 1176, Application of Potomac Electric Power Company (Pepco) for Authority to Implement a Multi-Year Rate Plan for Electric Distribution in the District of Columbia."

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, April 15, 2024. 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 Offeror shall submit a separate technical and price proposal for each category of work. Each proposal shall be organized as follows:**

E.3.1 Table of Contents

Offerors 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. At a minimum the Executive Summary shall include the following information for the principal firm and any subcontractor or joint venture partner firms:

- A. Name(s) and address(es), and principal(s) of each firm.
- B. Firm profile(s), including:

1. Firm(s) size in annual revenue, number of employees, and number of years in business.
2. Organizational Structure depicting reporting chain and relationships between partners and subcontractors
3. Areas of expertise including the roles and responsibilities of each partner and subcontractor.
4. DC Certified Business Enterprise (provide certification, if applicable)
5. Please include a copy of the Equal Opportunity/Affirmative Action Policy, if available.

E.3.4 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.3.5 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.3.6 Qualifications and Experience of Team

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

E.3.7 Qualifications and Experience of Key Personnel

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

E.3.8 Price

The Offeror shall submit Attachment A1-A3, Form of Offer Letter, as applicable.

DO NOT INCLUDE PRICING INFORMATION IN YOUR TECHNICAL PROPOSAL.

THE FORM OF OFFER LETTER (ATTACHMENT A1 - A3) 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 **March 20, 2024**, to the attention of Kimberly M. Gray at the email address above. RFP No. PSC-24-19 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-24-19.

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.