



**REQUEST FOR PROPOSALS NO. PSC-24-27**

**TECHNICAL CONSULTING SERVICES TO REVIEW AND ADVISE THE COMMISSION ON  
MATTERS RELATED TO  
FORMAL CASE 1180, WASHINGTON GAS LIGHT COMPANY'S RATE CASE**

**Proposal Issue Date:** August 16, 2024

**Proposal Due Date:** September 18, 2024  
No later than 4pm

**Submit Electronically to:** Kimberly M. Gray  
[kgray@psc.dc.gov](mailto:kgray@psc.dc.gov)

**Contact:** Kimberly M. Gray  
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Public Service Commission of the District of Columbia  
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## 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 one or more Contractors to provide technical consulting services to assist the Commission with the review of Formal Case No. 1180, Washington Gas Light Company’s (WGL) rate case. **This Request for Proposal is issued in the open market with a 35% subcontracting requirement as applicable in Section C.**

### **A.2**    Contractor Qualifications

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

**The qualifications of the Offeror for each category of work may include, but are not limited to, the following:**

#### **A.2.1**    **Category 1 - Revenue Requirements/Cost of Service Determination and Depreciation**

The Contractor shall develop and deliver a revenue requirements model which requires expertise in utility ratemaking theory, utility revenue requirement and financial modeling. The Contractor should have expertise in the determination of appropriate costs of service including but not limited to cash working capital and depreciation analysis.

#### **A.2.2**    **Category 2 - Cost of Capital**

The Contractor shall have expertise in capital market analysis including but not limited to capital structure, comparably capitalized utility peer groups, credit markets and ratings, and Return on Equity (“ROE”) determinations. The Contractor will be required to show all assumptions in the determination of the cost of utility capital.

#### **A.2.3**    **Category 3 - Engineering and Capital Expenditure Review**

The Contractor should have engineering and capital expenditure expertise (i.e. construction engineering and budgeting expertise) as it relates to a natural gas distribution system.

#### **A. 2.4**    **Category 4 - Rate Design**

The Contractor should have economics expertise, and the capability to review WGL’s Jurisdictional Cost Allocation Study and Class Cost of Service Study, which are fundamental studies used by the utility industry to determine which customer classes contribute to the Utility’s total costs on a jurisdictional basis.

### **A.3**    Contract Term

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.

**A.5 Selection Criteria**

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

<b>A. 5.1</b>	Qualifications and Experience of Team	45 points
<b>A. 5.2</b>	Qualifications and Experience Key Personnel	45 points
<b>A.5.3</b>	Economic Inclusion	10 points
<b>A.5.4</b>	Price	10 points
		<u>110 points</u>
<b>A.5.5</b>	CBE Preference Points (See Section C.1)	<u>12 points</u>
	Maximum Points	122 points

**A.6 Anticipated Procurement Schedule**

<b>A.6.1</b>	Publish RFP on Commission website	August 16, 2024
<b>A.6.2</b>	Deadline for RFP questions	August 27, 2024
<b>A. 6.3</b>	Responses to questions posted on the Commission's website	September 4, 2024
<b>A. 6.4</b>	Deadline for submission of proposals	September 18, 2024

**A.7 List of Attachments**

- Attachment **A1 - A4** - 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 - DC Grantee Contractor Language Access Implementation Guide

## **SECTION B: SCOPE OF WORK**

### **B.1 Background**

On August 5, 2024, WGL filed an Application requesting authority to increase existing rates and charges for natural gas service in the District of Columbia. According to the filing, the requested rates are designed to collect approximately \$45.6 million in total annual revenues, which represents an increase in WGL's rate base of approximately \$33.9 million and would result in an overall increase of approximately 11.9% in revenue collection over and above current rates. This revenue increase includes \$11.7 million associated with natural gas system upgrades previously approved by the Commission and currently paid by customers through the PROJECTpipes monthly surcharges.

WGL's proposal anticipates that, if approved, residential heating/cooling customers would see an increase of 17.6 percent in their overall monthly bills. The typical bill for a residential sales service, heating/cooling customer, on average, using about 52 therms of gas per month would increase by \$15.33. WGL claims that its requested increase is necessary because its existing rates do not provide WGL an opportunity to earn a reasonable rate of return in the District.

The entire rate case is scheduled to be completed in approximately 12 months.

### **B.2 Scope of Work**

In its advisory role to the Commission, the Contractor shall provide technical assistance to staff in Formal Case No. 1180 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 Requirements; **Category 2** – Cost of Capital; **Category 3** – Engineering and Capital Expenditure Review, **Category 4** – Rate Design.

#### **B.2.1 Specific Tasks**

##### **B.2.1.1 Category 1- Revenue Requirement/Cost of Services Determination and Depreciation**

The Contractor shall develop a dynamic model of WGL's revenue requirement request, incorporating inputs for the various revenue requirements components, including but not limited to the items listed below. For each component, the Contractor must conduct a detailed review of the WGL's proposal and the parties' arguments regarding that component. The model shall allow for scenario analysis, including changes to the various components of WGL's revenue requirement. At a minimum the model shall incorporate an analysis of the 16 concepts noted below. The revenue requirement model shall also incorporate the results of the costs of capital analysis from **Category 2**, which will be provided to the Contractor by the Contract Administrator ("CA"), if a separate Contractor performs Category 2 work.

- (1) Rate Base;
- (2) Cost of Capital;
- (3) Operating Revenues;
- (4) Operating Expenses (including any cost prudence review);

- (5) Taxes;
- (6) Cash Working Capital;
- (7) Executive Compensation (Incentive Plans and Corporate Scorecard);
- (8) Pension and other post-employment benefits;
- (9) Outsourced contracts;
- (10) Weather Normalization;
- (11) Other cost of service items;
- (12) Integration of all intervening parties' revenue requirement proposals;
- (13) Analysis and determination of WGL's cost of service;
- (14) Analysis and determination of accruals, reserves, and depreciation rates;
- (15) Analytical support on relevant depreciation issues;
- (16) Analysis and determination of the impact of WGL's cost of removal for PROJECTpipes.

The revenue requirements model deliverable will be clearly organized to present the utility's requested revenue requirement resulting from the utility's proposed ratemaking. The revenue requirements model deliverable will comprise the detail of all requested ratemaking adjustments for the case and Contractor recommended adjustments based on a review of the financial facts presented in the case. A variance analysis between the utility's requested revenue requirement and the Contractor's recommended adjustment will be appended to the model.

#### **B.2.1.2 Category 2 – Cost of Capital/Capital Structure/Peer Group Analysis**

The Contractor shall review and analyze capital requirements related to the proposed utility capital structure, peer group, and return on equity. The Contractor will be required to determine whether the proposed capital requirements in this case are appropriate or deficient and offer analytical support for either case. If the proposed utility capital requirements are determined deficient, the Contractor will provide appropriate recommendations based on their analytical review and share all assumptions.

The Contractor shall conduct a detailed review of WGL, Apartment and Office Building Association ("AOBA"), Office of the People's Counsel ("OPC"), DC Government, DC Water, General Services Administration ("GSA"), Sierra Club and other intervenors' overall cost of capital proposal and advise on a reasonable and appropriate cost of capital. The review will include a detailed analysis of WGL and party testimonies, data requests, and previous Commission orders from prior WGL rate cases. The Contractor shall also review and analyze the current or most recent WGL rate cases in other jurisdictions (Maryland and Virginia). The Contractor will be required to advise Commission staff of the results of their analysis through detailed analytical reports. The Contractor is required to conduct the following tasks:

- (1) Review and analyze WGL's capital structure and recommend a reasonable capital structure;
- (2) Review WGL's peer group and cost of equity;
- (3) Review the intervening parties' peer groups and make a determination on their appropriateness;
- (3) Review and analyze the credit ratings of WGL and compare to a utility with a similar profile;

- (4) Review, analyze, and determine a reasonable Return on Equity;
- (5) Review all ROE analyses presented by the parties.

### **B.2.1.3 Category 3 – Operational & Engineering and Capital Expenditure Review**

The Contractor shall conduct a detailed review of WGL's capital expenditure plan and operations from an engineering perspective to determine whether WGL's practices and procedures are consistent with industry practice and with the Company's own standards. The Contractor will provide a determination of natural gas pipeline quality and throughput where appropriate in this case to ensure compliance with the transportation of hazardous materials. The Contractor will also review and provide a determination on the appropriateness of the operational and engineering aspects of the utility's business. This review will include the following tasks:

- (1) Review of WGL's capital expenditure plan;
- (2) Review of WGL's request to move PROJECTpipes rate base into base rates (including a prudence review of WGL's PROJECTpipes costs);
- (3) Review of WGL's gas plant in service and capital project additions;
- (4) Review of environmental remediation and greenhouse emissions;
- (5) Review of leak survey programs (including ALD efforts) and repair;
- (6) Review of operational excellence and performance.
- (7) Evaluate the impacts of any environmental proposals on GHG emissions (potentially including leak reductions, usage of Certified Gas and/or Renewable gas).

### **B.2.1.4 Category 4 - Rate Design**

The Contractor shall develop a dynamic model of the WGL's rate design, including inputs for the cost of service components, including but not limited to the items listed below. For each component, the Contractor must conduct a detailed review of the WGL's proposal and the parties' arguments regarding that component. The model shall allow for scenario analysis, including changes to the various components of WGL's rate design. The rate design modeling shall also incorporate the results of the revenue requirement results from **Category 1**, which will be provided to the Contractor by the Contract Administrator, if a separate Contractor performs Category 1 work. 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 WGL's Jurisdictional Cost Allocation Study;
- (3) Review and evaluate WGL's Class Cost of Service Study (including the appropriate treatment of the Interruptible class);
- (4) Review and evaluate any other rate design/tariff items.

## **B.2.2 General Requirements**

The Contractor shall meet the following General Requirements in performance of the Specific Tasks described in Section B.2.1.

- a. Meet with Staff, the Commissioners, technical staff, legal staff, and other consultants as necessary, to provide information and explain technical matters over the course of the Commission’s deliberations in the proceeding. However, the Contractor(s) is not asked to submit testimony in this proceeding.
- b. Review all relevant filings in this proceeding, including, but not limited to the application, proposals, comments, motions, testimony, data requests, data responses, and briefs;
- c. Review relevant laws and Commission decisions, and activities and decisions of other jurisdictions;
- d. Research, technical issues as necessary;
- e. Perform modeling and analyses in determining alternative revenue requirements, rate design, and/or other areas as assigned;
- f. Prepare analytical advisory memoranda as assigned;
- g. Prepare and conduct briefings as requested;
- h. Attend hearings, if requested by the Commission;
- i. Review of any settlement agreements that result from this proceeding;
- j. Assist and advise the Commission’s technical and legal staff and consultants in drafting orders in this proceeding;
- k. Notify the Commission of changes to the personnel assigned to work on this project(s).

**B. 3 Applicable Documents**

This is currently the only applicable document filed. As Formal Case 1180 progresses, the additional documents will become applicable.

Item #	Document Type	Title	Version/Date
1	Formal Case No. 1180	Washington Gas Light Company’s (WGL) rate case	August 5, 2024



#### B.4 Deliverables

As Formal Case 1180 progresses, the CA may request that the Contractor produce documents in addition to those listed below.

<b>Item</b>	<b>Description</b>	<b>Frequency</b>	<b>Due Date (Calendar days)</b>
<b>B.2.1.1</b> Category One- Revenue Requirement/Cost of Services Determination and Depreciation	Dynamic excel model of the Company's revenue requirement request. Analytical reports and presentations.	At the request of the CA	TBD
<b>B.2.1.2</b> Category Two- Cost of Capital/Capital Structure Peer Group Analysis	Analytical reports and presentations.	At the request of the CA	TBD
<b>B.2.1.3</b> Category Three- Operational & Engineering and Capital Expenditure Review	Analytical reports and presentations.	At the request of the CA	TBD
<b>B.2.1.4</b> Category Four Rate Design	Dynamic excel model of WGL's rate design, including inputs for the cost-of-service components. Analytical reports and presentations.	At the request of the CA	TBD

## **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,<sup>1</sup> 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 Subcontracting Incentive**

The Commission encourages significant participation by business enterprises certified by the DSLBD as: (i) a local business enterprise; (ii) a small business enterprise; (iii) a disadvantaged business enterprise; (iv) having a resident-owned business; (v) being a longtime business resident; or (vi) having a local business enterprise with its principal office located in an enterprise zone.

**Accordingly, an Offeror may receive up to 10 points for sub-contracting with CBE’s. Points will be allocated based on the total dollar value of the CBE’s participation. See Section D.4.**

### **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:

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

**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 may award contracts to four (4) 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 a CBE prime Offeror. The Economic Inclusion evaluation factor described in Section C.2 will be evaluated on a sliding scale where an Offeror with the highest CBE subcontracting value will receive the maximum score of 10 points, and others will receive a proportionately lower score. Thus, the maximum number of points possible is 122.

**OFFERORS MUST COMPLETE AND SUBMIT ATTACHMENT D WITH THEIR PROPOSALS IN ORDER TO RECEIVE POINTS SUBJECT TO THIS PARAGRAPH.**

### **D.4.1 Qualifications and Experience of the Team (45 POINTS TOTAL)**

#### **D.4.1.2 Organizational Overview**

Each Offeror should provide an overview of the project team that includes 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.

#### **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.

**D.4.1.3.2** Identification of the 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.

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

#### **D.4.2 Qualifications and Experience of Key Personnel (45 POINTS TOTAL)**

**D.4.2.1** Offerors will be evaluated on the qualifications and experience of key individuals assigned to each category of work.

Offerors shall identify the persons 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.

**D.4.2.2** Offerors shall designate a primary point of contact and this person shall be responsible for project management, reporting, coordination, and accountability for all work. The Commission must be notified of changes to the Commission's point of contact.

#### **D.4.3 Price (10 points)**

Offerors are required to quote hourly rates for all proposed personnel on Attachment **A1 -A4**, 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 - A4 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 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.4.2.2 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 Consulting Services to Review and Advise the Commission on Matters Related to Formal Case 1180, Washington Gas Light Company's (WGL) Rate Case**"

Submissions shall be emailed to:

Kimberly Gray  
Contract Specialist  
[kgray@psc.dc.gov](mailto:kgray@psc.dc.gov)

### **E.2 Date and Time for Receiving Submissions**

**Submissions shall be received no later than 4:00 p.m., EST, September 18, 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**

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 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-A4, Form of Offer Letter, as applicable.  
**DO NOT INCLUDE PRICING INFORMATION IN YOUR TECHNICAL PROPOSAL**

**THE FORM OF OFFER LETTER (ATTACHMENT A1 - A4) 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](mailto:kgray@psc.dc.gov)

#### **F.1.1 Questions**

**All inquiries must be made on or before August 27, 2024**, to the attention of Kimberly M. Gray at the email address above. RFP No. PSC-24-27 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](http://www.dcpsc.org) under RFP No. PSC-24-27.

### **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](http://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.