



**REQUEST FOR PROPOSALS NO. PSC-23-18**

**LEGAL SERVICES**

**Proposal Issue Date:** Tuesday, June 27, 2023

**Proposal Due Date:** Monday, July 31, 2023  
No later than 4pm

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

**Contact:** Kimberly M. Gray  
Senior Contract Specialist  
Public Service Commission of the District of Columbia  
1325 G Street, N.W., 8<sup>th</sup> Floor  
Washington, DC 20005  
Phone: 202-626-5157  
Email: [kgray@psc.dc.gov](mailto: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 Commission seeks one or more legal firms to provide legal services on a variety of regulatory and other matters that come before the Commission. **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 with the option to extend for four additional one-year periods at the Commission’s sole discretion.

### **A.3 Type of Contract**

The Contract(s) resulting from this RFP will be Indefinite Delivery Indefinite Quantity (IDIQ). The Commission will engage and compensate the Contractor through the issuance of written Task Orders. The Contractor may be compensated on an hourly or fixed price basis. The Contract value is expected to be \$10,000 - \$150,000 per year.

### **A.4 Selection Criteria**

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

<b>A.4.1</b>	Experience & Past Performance	45 points
<b>A.4.2</b>	Key Personnel	45 points
<b>A.4.3</b>	Price	<u>10 points</u> 100 points
<b>A.4.4</b>	CBE Preference Points (See Section C.1)	<u>12 points</u>
Maximum Points		112 points

### **A.5 Anticipated Procurement Schedule**

<b>A.5.1</b>	Publish RFP on Commission website	June 27, 2023
	Deadline for RFP questions	July 10, 2023
	Responses to questions posted on the Commission’s website	July 17, 2023
	Deadline for submission of proposals	July 31, 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 - Contractor Language Access Policy for Contractors

## **B.1 Executive Summary**

The Public Service Commission of the District of Columbia (PSC) was originally established by Congress in 1913 and was reaffirmed by Congress as an independent agency of the District of Columbia Government in the District of Columbia Home Rule Charter in 1973. The PSC functions as an independent, quasi-judicial agency in the District of Columbia Government. The mission of the Public Service Commission of the District of Columbia 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 Office of the General Counsel (OGC) is responsible for all legal issues involving the day-to-day operations of the Commission, as well as a broad spectrum of issues that relate to the Commission's regulatory responsibilities. OGC represents and advises the Commission on all actions and proceedings set forth in the enabling statute or any other legislation. The staff of attorneys prepare orders, advisory memoranda, and assist the Commissioners in conducting all proceedings of the Commission.

## **B.2 Practice Areas**

The Commission seeks expertise that includes but is not limited to the following areas:

- Utilities Law
- Energy Regulatory Law
- Regulatory Enforcement (FCC, Telecom, Energy)
- Administrative Regulatory Law
- Contract Law

## **B.3. Scope of Work**

The Contractor will provide legal services to assist the Commission with issues related to its statutory responsibilities including, but not limited to, utility regulation, renewable energy, environmental, contracts and other general matters.

### **B.3.1 The Contractor's duties shall include, but are not limited to:**

**B.3.1.1** Reviewing and analyzing docket filings, testimony, comments, petitions for reconsideration and other filings before the Commission;

**B.3.1.2** Preparing legal opinions, draft orders, draft rules, legal briefs (if needed), and other legal documents;

**B.3.1.3** Conducting legal research and analysis, reasoning and writing, including the ability to quickly integrate and synthesize facts and law to make legally sound decisions in compressed timeframes.

**B.3.1.4** Advising on all legal issues and conferring with Commissioners and Staff; and

**B.3.1.5** Providing advice on consumer complaints, ethics, and personnel matters.

**B.3.1.6** Assist with contractual matters including but not limited to handling prime/subcontractor litigation, claims and disputes; advice for legal and technical sufficiency of contract and procurement actions; and writing terms and conditions to protect the Commission's interests

**B.3.2** Examples of Commission orders prepared by OGC can be found at:

<https://edocket.dcpsec.org/public/search/filingtype/128>

## **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 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

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

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., 9<sup>th</sup> 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(s) 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.3.2 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.3.3 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.3.4 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 (45 points)**

Offerors will be evaluated based on the demonstrated experience, qualifications, capabilities, and quality of past performance in the practice areas listed in **Section B.2**. Offerors shall provide at a minimum the following verifiable information:

- D.4.1.1** Descriptions of work the Offeror has completed in the last 5 years that is similar in scope and complexity to that required by Section B of this RFP.
- D.4.1.2** Identification of the Key Personnel, if any, who performed the work described in response to D.4.1.1 who are proposed as key personnel for this RFP.
- D.4.1.3** Offerors shall return a minimum of three (3) completed Past Performance Evaluation Form **Attachment D**, preferably for the work described in response to D.4.1.1.

#### **D.4.2 Key Personnel (45 points)**

- D.4.2.1** Offerors will be evaluated on the experience and qualifications of attorneys and other key individuals assigned to work under the proposed Contract.

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. Education, position in firm, years and types of experience, practice before a state regulatory agency comparable to the PSC, Bar membership, and continuing professional education will be considered.

Offerors shall identify the labor category each key person falls under from the list below:

1. Managing Partner
2. Partner
3. Senior Associate
4. Junior Associate
5. Law Clerk
6. Paralegal
7. Administrative Support

- D.4.2.2** Please include an organizational chart showing reporting relationships of key personnel. Offerors shall designate one Attorney as the Commission's 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 the labor categories listed on **Attachment A, Form of Offer Letter**. Although staff members may change, the hourly rates associated with the labor categories listed on **Attachment A, Form of Offer Letter** shall remain fixed throughout the term of the contract.

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.

Price will initially be evaluated using an objective rating scale with the lowest price receiving the maximum point score and others receiving a proportionately lower score. Therefore, in order to fairly evaluate price, Offerors are not to change or add to the labor categories listed on Attachment A. 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 this RFP. 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: "**Legal Services**"

Submissions shall be emailed to:

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

### **E.3 Date and Time for Receiving Submissions**

**Submissions shall be received no later than 4:00 p.m., EST, July 31, 2023.** Offerors assume the sole responsibility for timely delivery of their submission, regardless of the method of delivery.

### **E.4 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.4.1 Table of Contents**

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

#### **E.4.2 Disclosure/Conflict of Interest Form**

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

#### **E.4.3 Executive Summary**

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

#### **E. 4.4 Non-Disclosure Agreement**

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

#### **E. 4.5 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.4.6 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.4.7 General Team Information**

Each Offeror should provide the following information for the principal firm and any subconsultants or joint venture partner firms:

- A. Name(s), address(es), and role(s) of each firm (including all sub-consultants)
- B. Firm profile(s), including:
  - 1. Firm size
  - 2. Organizational Structure
  - 3. Areas of practice
  - 4. Office location(s)
  - 5. DC Certified Business Enterprise (provide certification, if applicable)
  - 6. Please include a copy of the Equal Opportunity/Affirmative Action Policy, if available.

#### **E.4.8 Experience and Past Performance**

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

#### **E.4.9 Key Personnel**

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

#### **E.4.10 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.4.3. **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](mailto:kgray@psc.dc.gov)

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

All inquiries must be made on or before July 10, 2023, to the attention of Kimberly M. Gray at the above-stated email address. RFP No. PSC-23-18 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-23-18.

### **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.