

REQUEST FOR PROPOSAL

OPC-FY2016-08

For

Consultant: To provide technical expertise to the Office of the People's Counsel regarding the future of the District of Columbia's Standard Offer Service

Sponsored by the

Office of the People's Counsel for the District of Columbia

RFP Issue Date: July 8th, 2016

Proposal Due Date: July 15th, 2016

SECTION 1- SCOPE OF WORK

I. Introduction

The Office of the People's Counsel ("OPC" or the "Office") is an independent agency of the District of Columbia government. OPC's mission is to advocate for the provision of safe and reliable quality utility service and equitable treatment at rates that are just, reasonable, and non-discriminatory; assist individual consumers in disputes with utility providers; provide technical assistance, education and outreach to consumers and ratepayers, community groups, associations and the Consumer Utility Board; and provide legislative analysis and information to the Council of the District of Columbia on matters relating to utilities. DC law designates OPC as a party to all utility-related proceedings before the Public Service Commission of the District of Columbia. The Office is authorized to investigate the operation and valuation of utility companies independently of any pending proceedings.

II. Project Overview

On June 24, 2016, the Public Service Commission for the District of Columbia ("PSC" or the "Commission") issued Order No. 18257 in Formal Case No. 1017 – In the Matter of the Development and Designation of Standard Offer Service in the District of Columbia. In Order No. 18257, the PSC presents numerous questions to energy stakeholders to resume the Commission's review of the process for providing Standard Offer Service ("SOS") in the District of Columbia. The Commission is periodically required to review the SOS program in the District and make any changes or adjustments to SOS as competitive developments in the District change.¹ OPC seeks a technical consultant to assist the Office in preparation of pleadings and any other documents related to the issues raised in Order No. 18257.

III. Scope of Work

The services that the selected Offeror shall provide include, but may not be limited to:

1. Analyze the current District of Columbia SOS program.
2. Make determinations regarding whether the SOS program should be modified as described in Order No. 18257.
3. Make recommendations based on the above analysis regarding how the SOS program could be improved to best benefit residential consumers.
4. Assist OPC in its preparation of pleadings, comments and other documents on the issues raised in Order No. 18257.
5. Represent OPC before the PSC or in other meetings related to the SOS program, as needed.

¹ 15 DCMR § 4102.2 (2015).

IV. Qualifications

Selected Offeror should have a high level of expertise and substantial knowledge of, and experience with, retail and wholesale electricity markets, rate design, cost allocation, DC low-income energy assistance programs and related tariffs and the DC Community Renewable Energy Amendment Act and regulations.

SECTION 2- INDEPENDENT CAPACITY: NON-ASSIGNABILITY

The successful Offeror and any agents and employees thereof shall, in the performance of work under the proposal and this RFP, act in an independent capacity and not as officers or employees of the District of Columbia government. The successful Offeror shall not assign nor transfer any interest under a contract or request for work resulting from this RFP without the prior written consent of OPC.

SECTION 3 – INDEMNIFICATION

The successful Offeror agrees to indemnify, defend, and hold harmless the Office of the People’s Counsel and the District of Columbia government, its officers, employees and agents from any and all claims and/or losses accruing or resulting to persons, firms, or corporations who may be injured or damaged by the successful Offeror in the performance of its duties and responsibilities under the proposal accepted by OPC and also from and against any liability, including costs and expenses, for violation of proprietary rights, copyrights, or rights of privacy or confidentiality arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any data furnished pursuant to this engagement or based on any libelous or otherwise unlawful matter contained in such data.

SECTION 4 – ACCESS TO RECORDS

The successful Offeror agrees that OPC, through its authorized agents and employees, shall have the right to examine and audit such books, records, and other documents in the possession or control of the successful Offeror as necessary to verify the fees, charges and expenses billed to the Office under this engagement.

SECTION 5 – CONFIDENTIALITY OF PROPOSALS, WORK PAPERS AND MATERIALS

The proposal filed in response to this RFP shall be considered a public document and will be available for public inspection upon received by OPC. The successful Offeror agrees that the Office shall own and have unlimited right to all interim and final written testimony, exhibits, or reports, and that the successful Offeror shall not assert any rights or establish any claim under existing copyright, patent, or data law as to such material or processes. The successful Offeror further agrees that upon request it will submit to the Office original or legible copies of all work papers created by the successful Offeror in support of its testimony, exhibits, or reports during the course of this engagement.

SECTION 6 – TERMS AND CONDITIONS

This RFP does not bind or otherwise commit OPC to enter into a contract or to pay any cost incurred in the preparation of a proposal in response to this request. OPC reserves the right to accept or reject any or all proposals received, to negotiate with all qualified sources, or to cancel or modify this RFP in whole or in part. OPC reserves the right to request additional written data, information, oral discussion, or presentations in support of any written proposal or portion thereof which is deemed necessary to clarify any aspect of a proposal.

SECTION 7 – TERMINATION OF AGREEMENT

It is understood and agreed that if, through any cause or for any reason, the successful Offeror fails to fulfill in a timely and professional manner the obligations under the successful proposal, or violates any of the terms of this RFP or contract entered into pursuant to this RFP, the Office shall have the right to terminate the contract by giving written notice of termination. In the event of such termination, all finished or unfinished documents, data, studies, testimony, exhibits, or other material prepared or being prepared pursuant to this engagement shall, at the option of the Office, become OPC's property and the successful Offeror shall be entitled to receive just and equitable compensation for any reasonably satisfactory work performed.

SECTION 8 – TIMING/DEADLINE FOR SUBMISSION OF PROPOSALS

The times stated in this document refer to Eastern Standard Time (EST). The closing date for proposals is **no later than 2:00 p.m. EST on July 15th, 2016**. Any proposals received after this deadline will not be considered. Please submit **One (1) hard copy and an electronic copy (email attachment) to:**

**Naunihal Singh Gumer
Director, Regulatory Finance
Office of the People's Counsel for the District of Columbia
1133 15th Street, N.W., Suite 500
Washington, D.C. 20005
ngumer@opc-dc.gov**

SECTION 10– ELIGIBLE OFFERORS

To be eligible, the Offeror must demonstrate technical capabilities, competence, and resources to perform the duties as delineated in the Scope of Work in Section 1 of this RFP.

SECTION 11 – PROPOSAL REQUIREMENTS

See Attachment A.

SECTION 12 – SOURCE SELECTION

The Office will award the contract to the Offeror that, in light of all factors, best meets the requirements of this RFP. Each proposal will be evaluated in accordance with the procedures set forth in this RFP. OPC's selection of a successful Offeror will be based on the Evaluation Criteria in Attachment B.

SECTION 13 – ANTICIPATED SCHEDULE OF ACTIVITIES²

Deadline for submission of proposals	July 15th, 2016
Selection approved by OPC	July 20th, 2016

SECTION 14 – LIST OF ATTACHMENTS

Attachment A	Proposal Requirements
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² Dates are subject to change.

ATTACHMENT A

SECTION A: PROPOSAL REQUIREMENTS

A.1. List of Required Documentation

Offerors will be required to submit the following information with their proposals.

- a. An executive summary that provides an overview of work to be performed.
- b. A general contractor capability statement of the Offeror's experience.
- c. Copy of the District of Columbia Business License, if applicable.
- d. Copy of District of Columbia Certified Business Enterprise Certification, if applicable.
- e. A list of area (s) of expertise.
- f. A list of years of experience.

A.2 Work Plan(s)

Offerors must briefly describe clearly and specifically their proposals for carrying out the responsibilities associated with the Scope of Work in Section 1 of this RFP. Additionally, Offerors should be prepared to clearly and completely describe in detail their proposals as soon as possible after the contract award, including a timeline for all deliverables. The timeline must identify the key milestones, tasks, activities and events outlined in the Scope of Work.

A.3 Prior Experience and Qualifications

Offerors must describe their prior experience and qualifications with respect to their knowledge and experience for the tasks outlined in Scope of Work in Section 1 of this RFP.

A.4 Personnel

Offerors must designate one individual as the project manager and this individual shall be responsible for project management, reporting, coordination, and accountability for the entire project.

A.5 Budget

Financial resources must be adequately and appropriately allocated among cost categories in a cost-effective and prudent business manner to accomplish the RFP objectives and activities. Services to be purchased from other agencies, subcontractors, consultants, and others must be specified.

Each proposal must contain an itemized cost break down for services to be provided by Offeror to OPC. OPC reserves the right to disallow expenses charged for this engagement if OPC determines such expenses are unreasonable.

A.6 Statement Regarding Potential Conflicts of Interest

Each Offeror must identify any relationships between itself or its employees and the companies under the jurisdiction of the Public Service Commission of the District of Columbia, or any parent, subsidiary, or affiliate of such companies. The extent, nature, and time aspects must be identified. If there are or 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.

ATTACHMENT B

Proposal Evaluation Criteria

Representatives of OPC will evaluate all responses received by the deadline. A 100-point scale will be used to create the final evaluation recommendation.

The factors and weighting on which proposals will be judged are:

1)	Expressed understanding of the project objectives	30%
2)	Technical competence of the proposal, work plan, and project approach	35%
4)	Budget	25%
5)	District Government Certified Small Business Enterprise Certification	10%

The successful Offeror will be chosen based on the Proposal Evaluation and Interview Performance.

OPC reserves the right to waive any minor irregularities in the proposal request process. OPC reserves the right to interview any, all, or none of the respondents at its discretion. OPC shall not be liable for any expenses associated with the preparation of the proposal.