

REQUEST FOR PROPOSAL

OPC-2017-3

For

**Technical and Legal Consulting Services to Inform and Advise the
Office of the People's Counsel for the District of Columbia
Regarding AltaGas Ltd.'s Proposed Acquisition of WGL Holdings,
Inc.**

Sponsored by the

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

RFP Issue Date: February 2, 2017

Proposal Due Date: February 20, 2017

RFP No. OPC-2017-3

SECTION 1 - SCOPE OF WORK

I. Introduction

The Office of the People's Counsel for the District of Columbia ("OPC" or "Office"), the statutory representative for District of Columbia utility ratepayers and consumers, pursuant to D.C. Official Code § 34-804, seeks technical and legal services from qualified firms and individuals for its activities related to advocating the interests of District ratepayers in matters concerning the proposed acquisition of WGL Holdings, Inc. ("WGL" or "Company") by AltaGas Ltd. ("AltaGas"). This RFP is released pursuant to OPC's contract and procurement authority (as delineated in D.C. Official Code §§ 34-804(c) and 34-912, as amended).

II. Background

On January 25, 2017, WGL and AltaGas, a Canadian energy infrastructure company, announced plans to merge their companies through a \$6.4 billion all-cash transaction. If consummated, WGL's companies, including its regulated utility company, Washington Gas, would become part of AltaGas. According to a statement from WGL, the Company "will maintain its utility headquarters in Washington, D.C. and continue to manage its regulated utility business while also assisting in the management of AltaGas' U.S. regulated utility business. AltaGas also intends to relocate the headquarters of its U.S. power business to WGL's service region."¹ The newly merged company would have its operations and assets in the United States and Canada and have "an enterprise value of approximately \$17 billion and approximately \$3.4 billion in natural gas rate base assets."² Furthermore, WGL states that "following the closing of the transaction, WGL's natural gas utility will continue to be regulated by commissions in the District of Columbia, Maryland, and Virginia, and operate under the Washington Gas brand."³

While the merger has been unanimously approved by both companies' boards of directors, it must be approved by WGL's common shareholders and several regulatory agencies, including the Public Service Commission of the District of Columbia ("DC PSC" or "PSC"), the Maryland Public Service Commission, the Virginia State Corporation Commission, and the Federal Energy Regulatory Commission ("FERC"). WGL and AltaGas also plan to submit the transaction for review by the Committee on Foreign Investment in the United States. The merger is also subject to Hart-Scott-Rodino Antitrust Improvements Act of 1976 requirements and other customary closing conditions. The companies expect to close in the second quarter of 2018.

¹ WGL Press Statement, WGL Holdings, Inc. to be Acquired by AltaGas Ltd. in \$6.4 Billion Transaction, January 31, 2017, available at <http://www.wglholdings.com/releasedetail.cfm?ReleaseID=1009172>.

² *Id.*

³ *Id.*

Tasks

OPC seeks legal and technical service from qualified firms and individuals with the experience and expertise to inform and advise the Office, which may include the following topics:

- Whether market conditions support the proposed acquisition;
- Whether the proposed acquisition meets any applicable rules under District law;
- Whether the proposed acquisition meets relevant federal antitrust rules, including whether any statutory rules on merger remedies, including divestitures, apply to the acquisition;
- Causal impacts of the proposed acquisition on the District's economy and gas utility consumers; and
- Whether certain conditions or benefits (including rate credits, assistance for low-income customer and energy-efficiency measures) should be provided by the acquiring party to District consumers to ensure the proposed merger confers tangible benefits upon District ratepayers and is in the public interest.

The successful offeror could be asked to attend conferences, hearings, or any relevant meetings related to proceedings commenced by the DC PSC or other relevant regulatory bodies regarding this matter and provide consultative reports, legal briefs and memoranda, and discovery—including data requests.

The successful offeror is expected to use professional expertise in projecting a reasonable work plan for this contract assignment, which will result in the completion of the tasks for the fixed price.

OPC recognizes that there are limited circumstances where, for unforeseeable reasons, the scope of work will necessarily expand beyond that reasonably contemplated in the original proposal and, therefore, the Office will consider written requests for additional compensation addressed to the Office at least fourteen (14) business days prior to the commencement of such additional work to enable the Office to consider the request. No additional work may be commenced until the Office and the successful offeror have executed a contract amendment for the additional compensation.

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 the contract 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 and the District of Columbia government, its officers, employees, and agents from any and all claims, losses, or both 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 the 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 proposals filed in response to this RFP shall be considered public documents and will be available for public inspection upon receipt by OPC. The successful offeror agrees that the Office shall own and have unlimited right to all interim and final written work product 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 product created by the successful offeror 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 work product 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 to date.

SECTION 8 – RFP AVAILABILITY

A copy of the RFP may be obtained by e-mail or written request 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 9 – TIMING/DEADLINE FOR SUBMISSION OF PROPOSALS

The times stated in this document refer to Eastern Standard Time (EST). **Submissions will be accepted and considered until a successful offeror has been selected.** Any proposals received after this deadline will not be considered. **One (1) electronic (email attachment) and one (1) original copies must be submitted under seal 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 demonstrably possess the technical capabilities, competencies, and resources to perform the duties delineated in Section 1 (Scope of Work) of this RFP.

SECTION 11 – PROPOSAL REQUIREMENTS

Proposals submitted in response to this request must meet the following conditions to be considered for selection. Faxed proposals will not be accepted under any circumstances.

PROPOSALS MUST BE WRITTEN ENTIRELY ON 8½” x 11” PAPER. PROPOSALS MUST INCLUDE ALL NECESSARY APPENDICES AND ATTACHMENTS. PROPOSALS SHOULD BE STAPLED IN THE TOP LEFT CORNER OR BOUND IN A 3-RING BINDER. PROPOSALS MUST BE SUBMITTED IN A MANNER THAT DOES NOT PRESENT ANY BENEFIT, KEEPSAKE, OR VALUE FOR MEMBERS OF THE REVIEW PANEL.

Proposals must begin with a cover page that clearly states the name of the offeror and the name and address of the company, as well as the telephone number, fax number, and e-mail address of the person who may be contacted directly regarding the proposal. Proposals must be signed by a principal, officer, or partner authorized to bind the offeror contractually. All parts of the proposal after the cover page must be filed under seal. A proposal must be submitted in the format outlined herein with a Table of Contents. Pages of the proposal must be numbered with index tabs included for each section.

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 A.

SECTION 13 – ANTICIPATED SCHEDULE OF ACTIVITIES⁴

Deadline for submission of proposals: February 20, 2017

Commencement of Activities Immediately After Contract Award and Funds Secured.

SECTION 14 – LIST OF ATTACHMENTS

- | | |
|--------------|----------------------|
| Attachment A | Special Provisions |
| Attachment B | Disclosure Statement |

⁴ Dates are subject to change.

ATTACHMENT A

SECTION A: SPECIAL PROVISIONS

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

General: Pursuant to the provisions of D.C. Code § 2-218.43, OPC gives a preference to offerors that are certified by the District of Columbia Department of Small and Local Business Development (“DSLBD”) as having resident business ownership, being in 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.

In accordance with this law, the following preferences are 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 long-time 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;
- Two points shall be awarded if the offeror is certified as a disadvantaged-business enterprise; and
- Two points shall be awarded if the offeror is certified veteran-owned business Enterprise.

A Certified Business Enterprise is entitled to any or all of the preferences provided herein, but in no case shall a certified business enterprise be entitled to a preference of more than 12 points or a reduction in price of more than 12%.

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

Department of Small and Local Business Development
One Judiciary Square Building
441 - 4th Street, NW, 9th Floor, Suite 970 N
Washington, DC 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 D.C. Code § 2-218.43 (2001 Ed. & Supp. 2009) 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.

A.2 Time

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

A.3 Licensing, Accreditation, and Registration

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

A.4 Limitation of Authority

Only the Office or a person with prior written authority from the Office will 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 OPC or its authorized representative.

A.5 Conformance with Laws

It will be the responsibility of the selected offeror to perform under the contract in conformance with 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 statutes, laws, codes, ordinances, regulations, rules, requirements, orders, and policies that apply and their effect.

SECTION B: PROPOSAL REQUIREMENTS

B.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;
- b. A statement of the offeror's experience;
- c. A list of key individuals and their resumes;
- d. A list of credentials;
- e. A list of area (s) of expertise;
- f. A list of years of experience;
- g. A detailed cost and price proposal; and
- h. A CBE Utilization Plan (if applicable).

B.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.

B.3 Prior Experience and Qualifications

Offerors must describe their prior experience and qualifications with respect to experience with the tasks, as discussed in Section 1 of this RFP.

B.4 Personnel

Offerors must identify the persons who will perform tasks outlined in the Scope of Work set forth in Section 1 of this RFP and provide a detailed resume for each individual that describes the qualifications applicable to the performance of the tasks for which the individual will be responsible. Please include an organizational chart showing reporting relationships of team personnel. OPC must be notified of any personnel changes if individuals assigned to work on this project(s) are relieved of their responsibilities or reassigned. Offerors shall designate one individual as the project manager and this individual shall be responsible for project management, reporting, coordination, and accountability for the entire project.

B.5 Budget

Offerors must justify all costs in terms of activities and objects of expenditure to ensure the costs are reasonable and necessary to the project, as outlined in Section 1 (Scope of Work) of this RFP. 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 (including any amounts subcontracted to CBEs), consultants, and others must be specified.

Proposals must provide the total charges to be provided for the services rendered in the following format listing the hourly rate for every person.

<u>NAME</u>	<u>BILLING RATE</u>	<u>HOURS</u>	<u>EXPENSES</u>	<u>TOTAL</u>
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Partner/Principal

Project Manager (if any)

All others (by name)

All other fees or expenses

Each proposal must contain the following statement:

The Office of the People’s Counsel shall pay (offeror) as full compensation for all authorized work performed and accepted including all costs, fees and expenses, an amount not to exceed \$ _____.

The Office reserves the right to disallow expenses charged for this engagement if OPC determines such expenses are unreasonable. The successful offeror must make every effort to minimize the cost of hotels, meals, and transportation.

B.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.

B.7 Employer Identification Information

Each offeror must provide the Office with its 9-digit Federal Employer Identification Number (“EIN”) or Social Security Number (“SSN”) if offeror is an individual.

B.8 False Statements

By submitting a proposal to the Office, offerors understand, agree, and certify that submitting a proposal with a false statement is a material breach of contract and shall void the submitted proposal and any resulting contract, and the offeror shall be removed from all future contracting opportunities with OPC.

SECTION C: PROPOSAL ORGANIZATION AND SUBMISSION

This section outlines specific information necessary for the proper organization and manner in which proposals should be presented.

C.1 Submission Identification

Submissions must be proffered as one (1) electronic and two (2) copies, and placed in a sealed envelope conspicuously marked: “**Technical and Legal Consulting Services to Inform and Advise the Office of the People's Counsel for the District of Columbia Regarding AltaGas Ltd.’s Proposed Acquisition of WGL Holdings, Inc.**”

C.2 Delivery or Mailing of Submissions

Submissions should be delivered or mailed 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

C.3 Date and Time for Receiving Submissions

Submissions will be accepted and considered until a successful offeror has been selected. Offerors assume the sole responsibility for timely delivery of submissions, regardless of the method of delivery.

C.4 Submission Size, Organization, and offeror Qualifications

All submissions shall be typed on 8-1/2” x 11” bond paper. Telephonic, e-mail, telegraphic, and facsimile submissions will not be accepted. OPC is interested in a qualitative approach to the presentation material. Thus, brief, clear, and concise material is more desirable than quantity.

C.5 Acknowledgment of Amendments and Addenda

Offerors must acknowledge receipt of any amendment or addendum to this RFP by: (i) signing and returning the amendment or addendum or (ii) letter or telegram, including mailgrams or by facsimile. The Office must receive the acknowledgment by the date and time specified for receipt of the submissions. An offeror's failure to acknowledge an amendment or addenda may result in rejection of the proposal.

SECTION D: GENERAL REQUIREMENTS

D.1 Contact Person

For information regarding this RFP, please contact:

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
Telephone: (202) 261 1404
ngumer@opc-dc.gov

D.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, the offeror 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 Office, 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.

D.5 Written or Oral Discussions

The Office is permitted to conduct oral discussions with offerors that tender submissions to expedite the proposal evaluation process.

D.5.1 Award Without Discussions

In order to meet the award schedule, OPC will make every effort to 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 Written or Oral Discussions

If the Office elects to hold discussions with offerors, then a competitive range will be established based on the Evaluation Criteria set forth in Attachment B of this RFP. Upon completion of discussions, the Office will issue to all offerors in the competitive range a request for Best and Final Offers. After receipt of Best and Final Offers, OPC will not reopen discussions unless it is clearly in the best interest of the Office to do so.

D.6 Retention of Submissions

OPC will retain all submissions; therefore, no submission will be returned to 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 disqualification.

D.8 Late Submissions: Modifications

Any submission or Best and Final Offer received at OPC after the exact time specified for receipt shall not be considered. Any modification of a submission, including a modification resulting from the Office's request for Best and Final Offers, is subject to the same conditions set forth in Section C herein. The only acceptable evidence to establish the time of receipt at OPC is the time-date stamp of the Office on the submission cover page, or other documentary evidence of receipt maintained by OPC. 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 Office 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 Office will 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 Office reserves the right, in its sole discretion:

1. To cancel this solicitation or reject all submissions;
2. To reject submissions that contain conditions and/or contingencies that, in OPC's sole judgment, make the submission indefinite, incomplete, otherwise non-responsive, or otherwise unacceptable for award;
3. To waive minor irregularities in any submission provided such waiver does not result in an unfair advantage to any offeror;
4. To take any other action within the applicable procurement law or regulations;
and
5. 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.

ATTACHMENT B

The following contractors will perform the work described in this RFP. None have worked for WGL Holdings, Inc., or AltaGas Ltd., or its subsidiaries and affiliates in the past three (3) years.