

**REQUEST FOR PROPOSAL**

**OPC-2017-06**

**For**

**Fiscal Year 2016 Annual Report**

**Sponsored by the**

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

RFP Issue Date: March 24, 2017

Proposal Due Date: April 7, 2017

## **SECTION 1- INTRODUCTION & BACKGROUND**

### **I. Introduction**

The mission of the Office of the People's Counsel ("OPC") is to advocate for the provisions 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, association and the Consumer Utility Board; and provide legislative analysis and information to the Council of the District of Columbia on matters relating to utilities. The office's mission further includes consideration of the District's economy and promotion of the environmental sustainability of the District.

### **II. Background**

OPC seeks a vendor to produce a print and digital version of OPC's Fiscal Year 2016 Annual Report. The report shall include highlights, photographs, graphs and success stories of OPC from fiscal year 2016. The annual report design must be professional, easy to read, and the design elements must flow throughout the document. The digital version should be the same as the print edition and compatible with OPC's website ([www.opc-dc.gov](http://www.opc-dc.gov)).

## **SECTION 2- SCOPE OF WORK**

### **I. Scope of Work**

The services that the selected Offeror shall provide include:

- Project management and creative design services for the production of a hard copy and digital version of the Office of the People's Counsel's Fiscal Year 2016 Annual Report;
- Art direction, layout and design services;
- Proofreading and editing of content and photos provided by OPC staff, as well of outside sourcing of photography;
- A project timeline with identified milestones and deliverables;
- As the layout of each section in the report is completed, the Offeror must send an electronic copy of the completed page to OPC's Public Information Officer for text editing. The Public Information Officer will ensure each division manager reviews their corresponding page.
- Once each page has been individually edited and reviewed by the appropriate division manager, the edits will be sent to the Offeror. A final proof must be sent to the Public Information Officer for final review and approval.
- Deliver a digital version of the Fiscal Year 2016 Annual Report which is compatible with OPC's website ([www.opc-dc.gov](http://www.opc-dc.gov)).

## **II. Optional Scope of Work**

*Offeror has the option of providing a separate plan and budget for the printing and delivery to OPC's physical office suite of the Fiscal Year 2016 Annual Report.*

**Size:** 10" wide X 12" high (bound on 12" dimension)

**Number of pages:** 35-40 pages + Front and Back Cover

**Stock Preference:** 100# Cover & 90# Text (If the Offeror has a different suggestion, samples must be provided and the quote must be broken down to show the pricing of the alternate stock as well as the above-mentioned stock preference)

**Ink:** 4-color process throughout

**Proofs:** PDF

### **SECTION 3- 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 4 – 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 5 – 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 6 – 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 7 – 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 8 – 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 9 – 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 4:00 p.m. EST on Friday, April 7, 2017**. Any proposals received after this deadline will not be considered. Please submit **one (1) electronic copy to:**

Eric Scott  
Chief Operating Officer  
Office of the People's Counsel for the District of Columbia  
1133 15<sup>th</sup> Street, N.W. Suite 500  
Washington, D.C. 20005  
escott@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, considering 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 ACTIVITIES<sup>1</sup>**

Deadline for submission of proposals **April 7, 2017**

Selection approved by OPC **April 14, 2017**

**SECTION 14 – LIST OF ATTACHMENTS**

Attachment A      Proposal Requirements  
Attachment B      Proposal Evaluation Criteria

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<sup>1</sup> 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 or Official Waiver
- d. Copy of District of Columbia Certified Business Enterprise Certification (If Applicable)

#### **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.

#### **A.7 No Obligation**

This RFP creates no obligation on the part of OPC to award the contract or to reimburse Offerors for proposal preparation expenses. OPC reserves the right to accept or reject any and all proposals, in whole or in part, received as a result of this request, and to negotiate in any manner necessary to best serve the interest of OPC and the District of Columbia Government (“District”).

At the election of OPC, whether or not a bid or Offeror otherwise satisfies the requirements of this RFP, OPC may reject summarily any bid received from a corporation or other person which has been anywise involved in litigation, arbitration or alternative dispute resolution with OPC or the District within the five (5) year period immediately preceding the date on which the request for Proposals was published.

OPC’s evaluation may include information provided by the proponent’s references and may also consider the proponent’s past performance on previous contracts with OPC, the District or other institutions.

OPC may prohibit an Offeror from participating in a procurement process based on past performance or based on inappropriate conduct in a prior procurement process, and such inappropriate conduct shall include but not be limited to the following: (a) the submission of quotations containing misrepresentations or any other inaccurate, misleading or incomplete information; (b) the refusal of the proponent to honor its pricing or other commitments made in its proposal; or (c) any other conduct, situation or circumstance, as solely determined by OPC.

## **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.