REQUEST FOR PROPOSAL

Issued by
Office of the Ohio Consumers' Counsel
10 West Broad Street, Suite 1800
Columbus, Ohio 43215

Consultant requested to address energy policy proposals that may impact Ohio's residential electric utility customers.

RFP Number: 2012-07
Issued: April 20, 2012

REQUEST FOR PROPOSAL
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PART ONE: EXECUTIVE SUMMARY

Purpose:
This is a Request For Proposal ("RFP") issued by the Office of the Ohio Consumers' Counsel ("OCC") to solicit bids from Independent Contractors to provide assistance in addressing energy policy proposals that may impact Ohio's residential electric utility customers. These legislative proposals which may include Senate Bill 216, Senate Bill 242, Senate Bill 315 et al, may change the scope of Ohio's renewable, advanced and energy efficiency policies that were previously adopted in Amended Substitute Senate Bill 221 (127th General Assembly).

Background:
The OCC plays an integral part in Ohio's government and economy by fulfilling its role as the advocate agency for residential utility consumers. Established in 1976, the OCC participates in major rate, fuel, rule-making and federal cases affecting the utility service of Ohio's residential consumers.

The law governing the agency's activities is contained in Chapter 4911 of the Ohio Revised Code.

The Consumers' Counsel is appointed by and remains responsible to a nine-member Governing Board. The representative role of the Governing Board can be viewed as incorporating three broad functions: accountability to the Public, the General Assembly and the Attorney General; policy-making in directing the Consumers' Counsel; and oversight of the Consumers' Counsel Office.

The Consumers' Counsel appoints and administers a staff to carry out legislative mandates. The office works to protect the interests of residential utility consumers, which is accomplished by formal case interventions, informal negotiation and dispute resolution, educational efforts and analytical and legal assistance to legislators and others on public utility issues.

PART TWO: GENERAL INSTRUCTIONS

Calendar of Events. The schedule for this RFP and the work to be addressed is given below. The OCC reserves the right to change this schedule as needed.

Firm Dates	
RFP Issued:	**April 20, 2012**
Bid Due Date/Time:	**May 4, 2012 at 2:00p.m.**
Estimated Dates	
Contract Award:	**May 11, 2012**
Contract End Date	**June 30, 2012**

Contacts. The following individual will represent the OCC as the primary contact for matters relating to the non-technical aspects of the RFP and during the contract negotiation/award process and subsequent invoicing.

Robin Tedrick
Records Management Coordinator
Office of the Ohio Consumers' Counsel
10 W. Broad Street, Suite 1800
Columbus, Ohio 43215
614-466-9591
E-mail: tedrick@occ.state.oh.us

The following individual will represent the OCC as the primary contact for matters relating to technical aspects of the RFP and throughout the performance of the work upon the awarding of the contract.

Wilson Gonzalez
Senior Energy Policy Advisor
Office of the Ohio Consumers' Counsel
10 W. Broad Street, Suite 1800
Columbus Ohio 43215
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Proposal Submission:
Proposals are to be mailed or delivered to: Robin Tedrick, Office of the Ohio Consumers' Counsel, 10 W. Broad Street, Suite 1800, Columbus, Ohio 43215-3485. Proposals can be sent via mail or e-mail to tedrick@occ.state.oh.us. The deadline to submit proposals for this RFP is ***2:00 p.m. on* Thursday May 4, 2012.**

The OCC may reject any proposals or unsolicited proposal amendments that are received after the deadline. A prospective contractor that mails its proposal must allow for adequate mailing time to ensure its timely receipt.

Each prospective contractor must carefully review the requirements of this RFP and the contents of its proposal. All prospective contractors are on notice that the OCC will not be liable for any costs incurred by any prospective contractor in responding to this RFP, regardless of whether the OCC awards the contract through this process, decides not to go forward with the work, cancels this RFP for any reason, or contracts for the work through some other process or by issuing another RFP.

By submitting a proposal, the prospective contractor acknowledges that it has read this RFP, understands it, and agrees to be bound by its requirements. The prospective contractor also agrees that the contract will be the complete and exclusive statement of the agreement between the OCC and the contractor and will supersede all communications between the parties regarding the contract's subject matter.

The OCC may reject any proposal if the prospective contractor takes exception to the terms and conditions of this RFP, fails to comply with the procedure for participating in the RFP process, or the prospective contractor's proposal fails to meet any requirement of this RFP. The OCC may reject any proposal that is not in the best interest of the OCC to accept. Further, the OCC may decide not to do business with any of the prospective contractors responding to this RFP.

All proposals and other material submitted will become the property of the OCC and may be returned only at the option of the OCC. Proprietary information should not be included in a proposal or supporting materials because the OCC will have the right to use any materials or ideas submitted in any proposal without compensation to the prospective contractor.

The OCC will retain all proposals, or a copy of them, as part of the contract file for at least five (5) years. After the retention period, the OCC may return, destroy, or otherwise dispose of the proposals or the copies.

Waiver of Defects:
The OCC has the right to waive any defects in any bid or in the submission process followed by a prospective contractor. However, the OCC will only do so if it is in the best interest of the OCC and will not cause any material unfairness to other prospective contractors.

Amendments to Bids:
Amendments or withdrawals of bids will be allowed if the amendment or withdrawal is received before the bid due date. No amendment or withdrawals will be permitted after the due date, except as expressly authorized by the OCC.

Amendments to the RFP:
If the OCC decides to revise this RFP, amendments will be made available to all prospective contractors. When the OCC makes amendments to the RFP after bids have been submitted, the OCC will permit prospective contractors to withdraw or modify their bids.

Contract:
If this RFP results in a contract award, the contract will include by reference this RFP, written amendments to this RFP, the prospective contractor's bid, and written, authorized amendments to the Contractor's bid. It will also include any purchase orders and change orders issued under the Contract.

In addition, the prospective contractor will agree to abide by all laws, rules and directives of the State of Ohio, as they pertain to vendors doing business with the State of Ohio.

PART THREE: SCOPE OF WORK AND DELIVERABLES

This section describes the scope of work and what the selected Independent Contractor must deliver as part of the completed work (the "Deliverables") to meet the terms and conditions of a subsequent contract.

Specifically, upon request, the Independent Contractor shall be responsible for the following:

Scope of Work:

The Ohio General Assembly is considering several proposals (Senate Bill 216*, Senate Bill 242*, Senate Bill 315*), that may impact Ohio's residential electric utility customers. In order to provide helpful input to the General Assembly as they consider these proposals, and in the future, the Office of the Ohio Consumers' Counsel (OCC) is seeking assistance from a consultant with expertise in the described subject matters. These legislative proposals may change the scope of Ohio's renewable, advanced, and energy efficiency policies that were previously adopted in Amended Substitute Senate Bill 221 (127th General Assembly)*.

The consultant would provide technical expertise to OCC to help OCC develop a consumer position on Ohio's energy policy as it relates to the current and proposed changes to Ohio's renewable energy, advanced energy, and energy efficiency laws. The technology, cost, and availability of these energy resources are constantly changing. The consultant would provide OCC technical expertise regarding these energy technologies, which may include reviewing and reporting on current market studies and market projections for these industries both in Ohio and nationally.

Work Requirements and Deliverables:
The Independent Contractor shall undertake the following work and activities as requested and approved by OCC, for delivery to OCC:

Deliverable 1:
Review and analyze capital, financing, operating, maintenance and environmental cost data (current and projected) for renewable, advanced, traditional energy resources, and energy efficiency. This review shall include:

- An analysis of the relative cost risks (environmental, fuel, finance, regulatory) of the different technologies. This analysis shall include review of current and any known potential Environmental Protection Agency regulations.
- Information on the cost of integrating intermittent technologies into the electric grid should also be provided, as well as the cost of any needed transmission facilities.
- Any available Ohio data and a comparison to available regional and national studies. The review should include an explanation of the assumptions made in these studies which may cause differences between data sets and results. The consultant should provide a perspective on the most reasonable and relevant data for use in Ohio.

* Please use the following links for access to each Bill; SB 216: http://www.legislature.state.oh.us/bills.cfm?ID=129_SB_216 ; SB 242 http://www.legislature.state.oh.us/bills.cfm?ID=129_SB_242 ; SB 315 http://www.legislature.state.oh.us/bills.cfm?ID=129_SB_315; SB 221 http://www.legislature.state.oh.us/BillText127/127_SB_221_EN_N.pdf

- The impact of renewable and advanced energy and energy efficiency in comparison to traditional energy resources on consumers' energy bills. A table summarizing the relative cost information solicited above should be provided, containing both installed capital dollars per megawatt, financing, operating, maintenance and environmental cost, and another table containing the levelized cost of electricity for each technology. For fuel combustion technologies an estimate of the fixed and variable costs of carbon capture and storage should be included.

Deliverable 2:
Review and analyze the impact that legislative or regulatory changes to Ohio's renewable, advanced energy and energy efficiency standards may have on Ohio consumers. These potential changes include amending the annual benchmarks, eligible technologies, interconnection costs and other compliance mechanisms. The analysis should include how other states with renewable/alternative/efficiency standards have addressed similar legislative or regulatory changes. The analysis should factor in how changes in the state's renewable and advanced energy and energy efficiency laws and rules may impact consumers' energy bills in Ohio.

Deliverable 3:
Provide recommendations to OCC toward OCC's development of a consumer position regarding Ohio's current and proposed renewable, advanced, and energy efficiency policies, and possible changes to these standards. This recommendation shall reflect the mission to achieve affordable and reliable energy rates in Ohio now and in the future.

PART FOUR: BID REQUIREMENTS

Bid Format:
Each bid must include sufficient data to allow the OCC to verify the total cost for the work and all of the prospective contractor's claims of meeting the RFP's requirements. These instructions describe the required format for a responsive bid. The prospective contractor may include any additional information it believes is relevant.

1. **Contractor Profile.** Each bid must include a general profile of the prospective contractor's relevant experience working on projects similar to this work. In the **Contractor Profile**, or in **Personnel Profile Summaries** (see below), details on prior and current similar and/or relevant work projects should be provided, including the scope of such work and clients. While detail is generally preferred on a contractor's most recent work, contractors are encouraged to provide detail on all relevant work in Ohio.

   The profile must also include the prospective contractor's legal name, address, and telephone number; home office location; date established; ownership (such as public firm, partnership, or subsidiary); firm leadership (such as corporate officers or partners); total number of employees nationwide and in Ohio; the percentage of women employees nationwide and in Ohio; the percentage of minorities nationwide and in Ohio; number of employees to be engaged in tasks directly related to the work; and any other background information the prospective contractor believes would be useful during the bid evaluation process.

2. **Work Plan.** The prospective contractor must fully describe its approach, methods, and specific work steps for doing the work and producing the **Work Requirements and Deliverables** set forth in Part Three of this RFP. The OCC encourages responses that demonstrate a thorough understanding of the nature of the work and what the Contractor must do to get the work done well. The prospective contractor must also provide a complete and detailed description of the way it will do the work that addresses the areas identified below. The OCC seeks insightful responses that describe proven, state-of-the-art methods. Recommended solutions should demonstrate the prospective contractor's ability to quickly undertake and successfully complete the required tasks.

   The prospective contractor's work plan **must clearly and specifically identify key personnel assignments by individual as to who would be addressing the potential issues set forth in Part Three of this RFP**.

3. **Personnel Profile Summaries.** Each bid must include a profile and/or resume that demonstrates the competency of the contractor by submitting the following information:

   - **Team Members Names**
   - **Experience and Qualifications**. Experience and qualifications relevant to this project.
   - **Dates of Employment.** The length of time the team members performed relevant work requiring the necessary technical expertise.
   - **Project Experience.** The work of the team members on projects of similar or greater size and scope.

4. **References.** The prospective contractor must include three references for which the prospective contractor has successfully provided services on projects that were similar in their nature, size, and

scope of work. These references must relate to work that was completed within the past five (5) years.
Note: Each reference must be willing to discuss the prospective contractor's performance with an OCC representative.

5. **Cost Summary. Each prospective contractor must provide a cost summary table showing: (1) Team Member's names, (2) their hourly rates, (3) their estimated hours, and (4) total estimated project cost for the Work Requirements and Deliverables set forth in Part Three of this RFP**.

   a) The OCC requires the inclusion of ALL expenses associated with this project within the hourly rates and hours used to determine the costs for the deliverables, thereby eliminating the need for expense billings. Items to be taken into consideration in determining the cost of each deliverable should include supplies and materials, transportation and per diems, copying and overnight mail charges, etc. The successful bidder will be responsible for direct payment to vendors for any requirements for overnight mail (including OCC to Contractor) and any "on-site" photocopying charges.

   b) Contractor may invoice only for actual work performed and documented.

6. The OCC will not be liable for any costs the prospective contractor does not identify in its bid.

7. The prospective contractor must complete the Standard Affirmation and Disclosure form attached to this RFP which addresses Executive Order 2011-12K, Governing the Expenditure of Public Funds on Offshore Services. This executive order states in part "...No State Cabinet Agency, Board or Commission ("Executive Agency") shall enter into any contract which uses any public funds within its control to purchase services which will be provided outside of the United States..." By the signature affixed to this response, the Bidder/Offeror affirms, understands and will abide by the requirements of Executive Order 2011-12K. If awarded a contract, the Bidder/Offeror becomes the Contractor and affirms that both the Contractor and any of its subcontractors shall perform no services requested under this Contract outside of the United States. To access the executed Executive Order, Please visit: http://procure.ohio.gov/pdf/EO201112K.pdf.

8. Submit an original W9 form along with your response to this RFP so that, if a contract is awarded, the OCC can process any invoices submitted by your company. The Internet link to the form is: http://www.irs.gov/pub/irs-pdf/fw9.pdf. The form must be signed and dated.

9. Submit a statement as part of your response to this RFP, affirming that you or members of your staff do not currently owe any money to the state of Ohio or have an unresolved finding for recovery from the Auditor of State.

10. **Declaration of Material Assistance/Non-Assistance.** If you will receive or have received in the aggregate an amount greater than $100,000 from the state of Ohio, you must complete this certification. You can complete the pre-certification process electronically by going to http://www.obg.ohio.gov.

11. **Campaign Contribution.** House Bill 694 requires that every contract for goods or services of more than $500 must contain a certification signed by the contract recipient certifying that the recipient is

in compliance with Ohio Revised Code 3517.13. If awarded a contract, contractor will certify the following:
"Contractor hereby certifies that all applicable parties listed in Division (I)(3) or (J)(3) of Ohio Revised Code Section 3517.13 are in full compliance with Divisions (I)(1) and (J)(1) of Ohio Revised Code Section 3517.13."

For more information please refer to http://www.obm.ohio.gov.

PART FIVE: EVALUATION OF BIDS

Evaluation of Bids:
Generally, the evaluation process may consist of up to four distinct phases:

1. The Initial Review of all bids for defects
2. The Evaluation of the bids by the Evaluation Committee
3. Request for More Information (Interviews, Presentations, and Demonstrations)
4. Negotiations

It is within the purview of the OCC Evaluation Committee ("Committee") to decide whether phases three and four are necessary.

Rejection of Bid:
The OCC may reject any bid that is not in the required format, does not address all the requirements of this RFP, or that the OCC believes is excessive in price or otherwise not in the best interest of the OCC to consider or to accept. In addition, the OCC may cancel this RFP, reject all the bids, and seek to do the work through a new RFP or other means.

Clarifications:
During the evaluation process, clarifications may be requested from any prospective contractor under active consideration and the clarification may give any prospective contractor the opportunity to correct defects in its bid. This may be done in cases where doing so would not result in an unfair advantage to the prospective contractor and the clarification is in the best interest of the OCC.

1. **Initial Review:** The bids will be reviewed for their timeliness, format, and completeness. Any late, incomplete, or incorrectly formatted bids may be rejected. Likewise, any defects may be waived or a prospective contractor may be allowed to submit a correction.

   If a late bid is received, it will not be opened unless the prospective contractor has received prior OCC approval for a late bid for good cause shown.

   All timely, complete, and properly formatted bids will be forwarded to the Evaluation Committee.

2. **Committee Evaluation of the Bids:**
   The Committee will evaluate each bid forwarded to it. The Committee may also have the bids or portions of them reviewed and evaluated by independent third parties or other OCC personnel with technical or professional experience that relates to the work or to the criteria used in the evaluation process. The Committee may adopt or reject any recommendations it receives from such reviews and evaluations. At any time during this phase, the Committee may ask a prospective contractor to correct, revise, or clarify any portions of its bid.

Contract Award. The OCC plans to tentatively award the Contract for the work on **May 11, 2012**. The OCC reserves the right to change the contract award date if it becomes necessary. The contract will be awarded to the contractor that demonstrates a clear understanding of OCC's expectations; can complete the scope of work and deliverables within the designated timeframe, and at the lowest or competitive cost.

DEPARTMENT OF ADMINISTRATIVE SERVICES

STANDARD AFFIRMATION AND DISCLOSURE FORM

EXECUTIVE ORDER 2011-12K

Governing the Expenditure of Public Funds on Offshore Services

All of the following provisions must be included in all Invitations To Bid, Requests For Proposals, state term schedules, multiple award contracts, requests for quotations, informal quotations, and statements of work. This information is to be submitted as part of the response to any of the procurement methods listed.

CONTRACTOR/SUBCONTRACTOR AFFIRMATION AND DISCLOSURE:

By the signature affixed hereto, the Contractor affirms, understands and will abide by the requirements of Executive Order 2011-12K. If awarded a contract, both the Contractor and any of its subcontractors shall perform no services requested under this Contract outside of the United States.

The Contractor shall provide all the name(s) and location(s) where services under this Contract will be performed in the spaces provided below or by attachment. Failure to provide this information may subject the Contractor to sanctions. If the Contractor will not be using subcontractors, indicate "Not Applicable" in the appropriate spaces.

1. Principal location of business of Contractor:

   _____ _____
   (Address) (City, State, Zip)

   Name/Principal location of business of subcontractor(s):

   _____ _____
   (Name) (Address, City, State, Zip)

   _____ _____
   (Name) (Address, City, State, Zip)

2. Location where services will be performed by Contractor:

   _____ _____
   (Address) (City, State, Zip)

   Name/Location where services will be performed by subcontractor(s):

   _____ _____
   (Name) (Address, City, State, Zip)

   _____ _____
   (Name) (Address, City, State, Zip)

3. Location where state data will be stored, accessed, tested, maintained or backed-up, by Contractor:

_____	_____
(Address)	(Address, City, State, Zip)

Name/Location(s) where state data will be stored, accessed, tested, maintained or backed-up by subcontractor(s):

_____	_____
(Name)	(Address, City, State, Zip)
_____	_____
(Name)	(Address, City, State, Zip)
_____	_____
(Name)	(Address, City, State, Zip)
_____	_____
(Name)	(Address, City, State, Zip)

Contractor also affirms, understands and agrees that Contractor and its subcontractors are under a duty to disclose to the State any change in shift in location of services performed by Contractor or its subcontractors before, during and after execution of any Contract with the State. Contractor agrees it shall so notify the State immediately of any such change or shift in location of its services. The State has the right to immediately terminate the contract, unless a duly signed waiver from the State has been attained by the Contractor to perform the services outside the United States.

On behalf of the Contractor, I acknowledge that I am duly authorized to execute this Affirmation and Disclose form and have read and understand that this form is a part of any contract that Contractor my enter into with the State and is incorporated therein.

By: _____
Contractor

Print Name: _____

Title: _____

Date: _____