

AMENDMENT TO  
REQUEST FOR PROPOSAL (RFP-2015-02)  
Retail Rate Stability Rider Economic Impact

I. **GENERAL.**

The following represents an amendment to the above referenced RFP issued by the Office of the Ohio Consumers' Counsel, State of Ohio, 10 West Broad Street, Suite 1800, Columbus, Ohio 43215-3485.

The following represents an amendment to (Part Two) of the General Instructions detailed in the original RFP. Changes have been made as to the date and time proposals and contracts are due:

**FIRM DATES**

RFP Issued:	<u>September 19, 2014</u>
Re- posting - Amended RFP Issued	<u>October 14, 2014</u>
Amended Proposal Due Date/Time:	<u>October 20, 2014 10:00am</u>

**CONTRACT ESTIMATED DATES**

Contract Award:	<u>October 27, 2014</u>
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<u>Contract End Date</u>	<u>June 30, 2015</u>
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All other deliverables, conditions and requirements in the original RFP remain intact and valid.

Thank You,

Robin Tedrick

## Request for Proposal (RFP)



Issued 9/19/14 Re-posted 10/10/14 by  
**The Office of the Ohio Consumers' Counsel (OCC)**  
10 West Broad Street, Suite 1800  
Columbus, Ohio 43215

**RETAIL RATE STABILITY RIDER ECONOMIC IMPACT**

**RFP Number: 2015-02**  
**REPOSTED: October 14, 2014**

REQUEST FOR PROPOSAL  
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**Organization.** This Request for Proposal is organized into five parts as listed below:

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Attachment:

Affirmation and Disclosure Form Executive Order 2011-12K

## 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. This project addresses certain specific issues related to the Electric Security Plan IV (“ESP IV”) Application filed by The Cleveland Electric Illuminating Company, The Toledo Edison Company and Ohio Edison Company (“FirstEnergy” or “the Utilities”) in Public Utilities Commission of Ohio (“PUCO”) Case No. 14-1297-EL-SSO. This project will address whether FirstEnergy’s residential customers should fund the operations of the Davis-Besse and Sammis electric baseload generation plants, in spite of the fact that there currently exists a deregulated competitive market for electric generation service in the state of Ohio.

FirstEnergy proposes, among other things, to purchase all the energy, capacity, ancillary services, and environmental attributes of the two plants from the plants’ owner - its affiliate FirstEnergy Solutions Corporation (“FES”). (The Utility also proposes to purchase the output from FES’ generation plant interest in the Ohio Valley Electric Corporation [“OVEC”]). Specifically, the generation outputs of these facilities are to be purchased by the Utilities on an operating cost-plus basis to include: fuel expenses, operations and maintenance expenses, depreciation, taxes, and a return on equity of 11.15% (under a capital structure of 50% debt and 50% equity). The Utilities’ then propose to offer the generation (capacity, energy, and ancillary services) for sale into PJM’s various markets for generation services. All revenues from the PJM markets will be used to offset the costs of the facilities and the difference will be credited or charged to FirstEnergy retail customers on a nonbypassable basis. For the first several years of the proposed 15-year plan, FirstEnergy estimates that the costs of the facilities will exceed the revenues collected. However, starting in 2019, the Utilities maintain these facilities will operate at a profit, ultimately returning a projected \$2 billion to customers. In its Application, the Utilities claim that market-based revenues for energy and capacity have been at historic lows and are insufficient to permit FES to continue operating Davis-Besse and Sammis and also to make the ongoing necessary investments. FirstEnergy states if this plan is not approved it is likely the plants will be forced to close, causing the loss of over 1,100 jobs. The Utilities hired the firm Applied Economics to perform an economic impact analysis which claims the plants have an economic impact of almost \$1 billion per year to the State of Ohio.

The purpose of the project is to determine: (1) the effect the proposal will have on the state of Ohio’s economy, as compared to not funding the facilities; (2) the economic impact of the proposal on the state of Ohio and FirstEnergy’s service territory; and (3) any economic impact of continuing to run an inefficient generation facility regardless of market prices. In addition, the project will include a review and analysis of the Utilities’ projected economic impacts.

The Utilities’ rate mechanism to fund these generation facilities is entitled the Retail Rate Stability (“RRS”) Rider, which can be located online at the following URL: <http://dis.puc.state.oh.us/> by entering “14-1297” in the search dialog box. Witness Sarah Murley of Applied Economics performed the economic impact analysis and provides additional details on the plan. In addition witnesses Moul, Strah, Ruberto and Savage provide information regarding the plan.

**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’s services for Ohio consumers include advocacy on their behalf on issues involving the affordability and quality of their utility services. OCC also provides education for consumers regarding their utility services.

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

**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: September 19, 2014  
RFP Amended Re-post: October 14, 2014  
Bid Due Date/Time: October 20, 2014 10:00a.m.

**Estimated Dates**

Contract Award: October 27, 2014

**Contract End Date**

June 30, 2015

**Estimated Budget**

\$30,000

If the Independent Contractor awarded a contract under this RFP has total contracts or anticipated expenditures during the current state fiscal year totaling \$50,000 or more, the OCC will decide whether or not it will seek approval from the State of Ohio Controlling Board ("CB") for the use of funds for the contract under this RFP. If OCC decides to seek approval from the CB, the timing of that approval is dependent on the dates for submission to the CB and the scheduled meeting of the CB.

**Contact.** The following individual will represent the OCC as the primary contact for matters relating to this RFP and any subsequent contract. All questions must be submitted in writing.

**Robin Tedrick**

Records Management Coordinator  
Office of the Ohio Consumers' Counsel  
10 W. Broad Street, Suite 1800  
Columbus, Ohio 43215  
E-mail: [robin.tedrick@occ.ohio.gov](mailto:robin.tedrick@occ.ohio.gov)

**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 [ROBIN.TEDRICK@OCC.OHIO.GOV](mailto:ROBIN.TEDRICK@OCC.OHIO.GOV). The deadline to submit proposals for this RFP is **October 20, 2014 @ 10:00a.m.**

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

Each prospective Independent Contractor must carefully review the requirements of this RFP and the contents of its proposal. All prospective Independent Contractor's are on notice that the OCC will not be liable for any costs incurred by any prospective Independent 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 Independent Contractor acknowledges that it has read this RFP, understands it, and agrees to be bound by its requirements. The prospective Independent Contractor also agrees that the contract will be the complete and exclusive statement of the agreement between the OCC and the Independent Contractor and will supersede all communications between the parties regarding the contract's subject matter.

The OCC may reject any proposal if the prospective Independent 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 Independent 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 Independent Contractors responding to this RFP.

All proposals and other material submitted will become the property of the OCC. Proprietary information should not be included in a proposal or supporting materials because all proposals will be treated as a public record and the OCC will have the right to use any materials or ideas submitted in any proposal without compensation to the prospective Independent Contractor.

**Waiver of Defects.** The OCC has the right to waive any defects in any bid or in the submission process followed by a prospective Independent 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 Independent 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 Independent Contractors. When the OCC makes amendments to the RFP after bids have been submitted, the OCC will permit prospective Independent 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 Independent Contractor's bid, and written, authorized amendments to the Independent Contractor's bid. It will also include any purchase orders and change orders issued under the Contract.

**In addition, the prospective Independent 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 deliverables for 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.

**SCOPE OF WORK, DELIVERABLES AND DUTIES.** The selected Independent Contractor will assist OCC employees in evaluating FirstEnergy's Application in terms of its alleged benefits to Ohio's customers, its impact on markets and the state of competition for generation services to Ohio's customers, and the plan's resultant rate impact. Specifically, the Independent Contractor will need to carefully assess FirstEnergy's ESP IV proposal to determine its ultimate impact on residential consumers. The Independent Contractor will need to assess the economics of FirstEnergy's ESP IV proposal and provide an in-depth analysis. The Independent Contractor will need to present an assessment and recommendations through written testimony and defend such testimony at depositions and hearings.

Specifically, the selected Independent Contractor or the (approved by OCC) Independent Contractor's Subcontractor, will be responsible for the following work and activities:

#### **Deliverables**

When expressly requested by OCC, in connection with proceedings before the PUCO, the selected Independent Contractor will evaluate, make recommendations, and present and defend testimony regarding whether, and the extent to which, FirstEnergy's ESP IV RRS Rider proposal to purchase the entire capacity of the FES plants is an economically sound and cost effective proposition for FirstEnergy's residential customers.

The Independent Contractor will be expected to determine: (1) the effect the proposal will have on the state of Ohio's economy, as compared to not funding the facilities; (2) the economic impact of the proposal on the state of Ohio and FirstEnergy's service territory; and (3) any economic impact of continuing to run an inefficient generation facility regardless of market prices. In addition, the project will include a review and analysis of the Utilities' projected economic impacts.

More specifically, at the direction of OCC, the Independent Contractor will be expected to do the following:

- a. Timely review and evaluate FirstEnergy's Application, relevant testimony and exhibits filed in this proceeding on August 4, 2014 and any subsequently filed documentation;
- b. Prepare timely discovery questions (interrogatories and requests for documents) for the purpose of obtaining any other additional information the Independent Contractor deems necessary to fully evaluate the issues, perform analysis, make recommendations, and prepare testimony supporting such recommendations;
- c. Timely review responses to discovery questions, prepare additional discovery questions if necessary, and incorporate responses into evaluation;
- d. Prepare timely written direct testimony and, if necessary, supplemental or rebuttal testimony to any witness in this proceeding (including Utilities, PUCO Staff and intervenor witnesses);

- e. Attend depositions of Utilities and or other intervenor witnesses (may require travel) if deemed necessary by OCC's Lead Attorney and be deposed (may require travel) if so noticed;
- f. Attend hearings as deemed necessary (will require travel) by OCC's Lead Attorney, including defending (through cross-examination and redirect testimony) written testimony and rebuttal testimony; and
- g. Assist and provide technical support, as deemed necessary by OCC's Lead Attorney, in legal preparation of prehearing and settlement conferences, witness testimony, opposing witness (may include the Utilities, PUCO Staff, and other intervenors) cross-examination, briefs, reply briefs, applications for rehearing, and related motions with respect to this proceeding and any appeal of this proceeding.

## 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 Independent Contractor's claims of meeting the RFP's requirements. These instructions describe the required format for a responsive bid. The prospective Independent Contractor may include any additional information it believes is relevant.

1. **Independent Contractor Profile.** Each bid must include a general profile of the prospective Independent Contractor's relevant experience working on projects similar to this work. In the **Independent 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 an Independent Contractor's most recent work, Independent Contractors are encouraged to provide detail on relevant work in Ohio.

The profile must also include the prospective Independent 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 Independent Contractor believes would be useful during the bid evaluation process.

2. **Work Plan.** The prospective Independent 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 Independent Contractor must do to get the work done well. The prospective Independent Contractor must also provide a complete and detailed description of the way it will do the work that addresses the areas of interest identified below. The OCC seeks insightful responses that describe proven, state-of-the-art methods. Recommended solutions should demonstrate the prospective Independent Contractor's ability to quickly undertake and successfully complete the required tasks.

The prospective Independent Contractor's work plan must clearly and specifically identify key personnel assignments, by individual, as to who would be addressing the deliverables 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 Independent Contractor's staff 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 Independent Contractor must include three references for which the prospective Independent 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 Independent Contractor's performance with an OCC representative.

5. **Cost Summary.** Each prospective Independent Contractor must provide a cost summary table showing: (1) Team Members' 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 and any "on-site" photocopying charges.
  - b) Independent Contractor may invoice only for actual work performed and documented.
6. The OCC will not be liable for any costs the prospective Independent Contractor does not identify in its bid.
7. The prospective Independent 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 Independent Contractor and affirms that both the Independent 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 as per Ohio Revised Code (ORC) 125.25. To access more information regarding ORC 125.25, please visit: <http://codes.ohio.gov/orc/125.25>.
10. **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 ORC 3517.13 Divisions (I) or (J) regarding limitations on political contributions. If awarded a contract, the Independent Contractor will certify that they are in full compliance with these Divisions of ORC 3517.13. For more information, please refer to <http://codes.ohio.gov/orc/3517.13>.

## 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.
3. Request for More Information (Interviews, Presentations, and Demonstrations).
4. Negotiations.

It is within the purview of the OCC to decide whether phases three and four are necessary.

**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 Independent Contractor may be allowed to submit a correction.

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

**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 Independent Contractor under active consideration and the clarification may give any prospective Independent 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 Independent Contractor and the clarification is in the best interest of the OCC.

**Contract Award.** The OCC plans to tentatively award a Contract for this work on **October 27, 2014**. The OCC reserves the right to change the contract award date if it becomes necessary. The contract will be awarded to the Independent 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 most 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.

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**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)

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 may enter into with the State and is incorporated therein.

By: \_\_\_\_\_  
Contractor

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_