THE NEW ENGLAND STATES COMMITTEE ON ELECTRICITY SEEKS CONSULTANT PROPOSALS IN CONNECTION WITH REGIONAL TRANSMISSION OPERATORS' TRANSMISSION SYSTEM RELIABILITY PLANNING METHODOLOGIES Proposals due by September 11, 2015

August 26, 2015 - The New England States Committee on Electricity (NESCOE), New England's Regional State Committee¹, is seeking consultant proposals in the area of Regional Transmission Operators' (RTO) Transmission System Reliability Planning Methodologies.

In sum, NESCOE seeks persons with transmission system planning experience that enables compilation of an objective, fact-based detailed comparative summary of RTOs transmission system reliability planning approaches and methodologies. The Scope of Work is attached as Appendix A.

Such consultant(s) will provide NESCOE an objective, fact-based survey of methods in narrative and table form comparing other RTOS methods to ISO-NE's planning methods. The narrative will be in clear and plain language, drafted for non-engineers, and include objective, fact-based information. The deliverables will not include counsel, opinions or recommendations.

Qualified persons will have a detailed understanding of planning in ISO-NE in order to compare other planning methods with New England's. An understanding of planning in one or more other RTO regions would be helpful. Experience in planning is ideal. The ability to critically listen to a description of an unfamiliar planning method and distill the important aspects is required. The ability to ascertain and report objectively without regard to preferences is imperative.

Submissions: Persons interested in submitting proposals to provide consulting services should send an electronic copy to <u>HeatherHunt@nescoe.com</u> and DorothyCapra@nescoe.com and one (1) paper copy to 655 Longmeadow Street, Longmeadow, Massachusetts 01106. *Please submit proposals by Friday September 11, 2015, close of business.*

Questions on Solicitation: Persons with questions regarding this solicitation should send them in writing to <u>HeatherHunt@nescoe.com</u> and DorothyCapra@nescoe.com. Questions and answers will be posted at www.nescoe.com with due care taken to conceal the identity of the person or entity asking the question. The final date for submitting questions is Friday September 4, 2015.

¹ More information about NESCOE is located at <u>www.nescoe.com</u>.

INSTRUCTIONS FOR FIRMS SUBMITTING CONSULTING SERVICES PROPOSAL

The type of services sought is as described above. Section I below describes general engagement guidelines. Section II sets forth proposal guidelines. Also, attached are two affidavits that must be completed and submitted with any proposal.

SECTION I: ENGAGEMENT ACTIVITIES AND GUIDELINES

1. <u>Time Availability</u>

Consultant must have adequate time availability to complete project on the schedule determined by and between consultant and NESCOE.

2. <u>NESCOE's Use of Proposals and Contractor Work Product</u>

During the process of evaluating proposals, NESCOE reserves the right to request additional information or clarification from any consultant submitting a proposal, and to permit corrections of errors or omissions without notice to other bidders. NESCOE shall be held harmless if it or the consultant retained for this or any subsequent engagement employs at any time, any technique, methodology, or procedure suggested in any proposal, regardless of whether such proposal is from the consultant selected to perform the engagement.

Consultants submitting proposals should be aware that proposals received by NESCOE may be publicly disclosed.

3. <u>Notification of Award</u>

In submitting a proposal, consultants agree to not make any press announcement or release a news announcement concerning the selection for the engagement without the prior written approval of NESCOE.

4. <u>Other NESCOE Rights</u>

NESCOE retains the right to reject any and/or all proposals submitted.

NESCOE may terminate the selected consultant's engagement at any time with or without cause. The selected consultant, by acceptance of the engagement, waives any rights to claim damages as a result of such termination.

NESCOE will be the final arbiter of all disputes arising from engagement-related matters.

5. <u>Costs of Preparing Proposals</u>

Any consultant submitting a proposal in response to this RFP does so at its own expense. Any consultant submitting a proposal will not include proposal costs, or any costs incurred prior to the engagement award, as reimbursable costs related to the engagement. The selected consultant will not be reimbursed for any costs incurred prior to the engagement award.

6. <u>NESCOE Participation</u>

NESCOE will have the right to monitor and review consultant's work product as appropriate and necessary to achieve the desired and agreed-upon product from the consultant.

7. <u>Reporting Procedures</u>

The selected consultant and NESCOE will meet and/or communicate as necessary, as determined by NESCOE, or upon request of the consultant, to discuss the progress of the engagement.

10. Work Products

The consultant work products may be considered public documents and may be made available for public inspection and distribution as required. NESCOE expects that draft components of final work products will be submitted to NESCOE for review and approval in accordance with time schedules NESCOE develops in consultation with consultant.

11. Work Papers

At the conclusion of the engagement, the selected firm shall make copies, including electronic copies, of significant work papers and source documents available to NESCOE, if so requested.

12. Payment

The selected consultant will submit monthly invoices to NESCOE, including all supporting documents necessary to verify consultant's expenses, such as time sheets and expense reports. No lodging or transportation expenses are expected for this engagement. Invoices must separately indicate: (1) professional service fees, (2) travel and lodging (only with advance written approval of NESCOE), and (3) all other costs.

For professional service fees billed on an hourly fee basis, invoices must identify the individuals for whom services are being billed, the number of hours, and portions thereof, being billed, detail of the activities worked on, the hourly billing rates, and the total fees.

For professional service fees billed on a flat fee basis, NESCOE and consultant will negotiate a means to track consultant activities on NESCOE's behalf.

NESCOE will be the final arbiter of all disputes regarding cost and payment.

SECTION II: PROPOSAL GUIDELINES

1. <u>Consultant Experience and References</u>

Please include brief (i.e., no more than one page) descriptions of related work conducted in the last four years and any related work now in progress. The proposal should indicate whether the work was performed by the consultant or by individuals independent of the consultant (i.e., subcontractors). Please indicate the date of any final report or work product for each engagement noted.

2. <u>Conflicts</u>

The survey will be an objective and fact-based report and will *not* include consultant opinions, viewpoints, recommendations or counsel. Accordingly, NESCOE does not foresee potential conflicts or appearance of conflict issues associated with any consultant that has been or is retained or otherwise employed by any Transmission Owner or Regional System Organization.

However, NESCOE may consider there to be a conflict or appearance thereof if consultant has advocated for changes in RTO planning methodologies. To the extent the consultant has advocated for changes in RTO planning methodologies, the consultant should list other engagements consultant has performed in the last three (3) years related to the subject matter of this RFP. The selected consultant will be expected to update this information during the term of any engagement.

NESCOE will consider specific information about such engagement including, for example, the nature of the specific work performed and the timeframe in which services were last provided in arriving at any determination concerning potential conflicts.

3. <u>Resumes</u>

Please include resumes of all individuals who are proposed to provide services to NESCOE under the engagement.

For proposals that include more than one individual, the proposal should make clear the names of the persons who will perform the major portion of the engagement's duties.

4. <u>Organization Information</u> (*applicable to proposals that include services of more than one person*)

For consulting firms, proposals should include an organization chart with the names of the personnel and their area(s) of responsibility, including the specific task area(s) in which the person will participate.

The consultant may not hire any subcontractor to perform services or redefine the roles of the employees on the organization chart as submitted with NESCOE's prior written consent. NESCOE may reject any proposed replacements that, in NESCOE's sole discretion, are insufficiently qualified to perform the assigned tasks.

5. Pricing

Consultants may submit proposals based on hourly billing rate and/or flat fee. Any proposal based on hourly billing should include an estimate of hours and may include a not to exceed amount. NESCOE favors proposals that include not to exceed amounts and/or flat fee options.

If the work product and/or contribution of more than one person is included in consultant proposal, the proposal must include a list of team member names, their level within the organization, the relative amount of work expected to be performed by each team member, and their hourly billing rate.

6. <u>Affidavits</u>

Please complete and submit the two (2) attached affidavits relating to political contributions and pricing.

7. Affirmative Action and Non-Discrimination Policy

The proposal should include a brief (i.e., no more than one page) description of the consultant's Affirmative Action plan and any relevant current data.

Please also submit any written policy, resolution, or other form of documented commitment to non-discrimination in the workforce and any subcontractor's workforce to establish that consultant does not discriminate in any manner prohibited by the laws of the Commonwealth of Massachusetts or the state that is the consultant's place of business.

8. Legal Compliance

All proposals shall certify that the performance of the engagement will be in compliance with all federal and state laws and regulations, applicable in the state(s) in which all or any portion of the services will be performed, including all labor laws and all anti-discrimination regulations.

9. Insurance

The consultant selected will be expected to secure and maintain, at no cost or expense to NESCOE, professional liability insurance or Comprehensive General Liability Insurance with a combined single limit of not less than one (1) million dollars (\$1,000,000) per occurrence and two (2) million dollars (\$2,000,000) in the aggregate, to insure against damages and costs resulting from, but not limited to, negligent acts, errors, and omissions in the performance of any engagement agreement resulting from this RFP. Include in the proposal information regarding the type and amount of liability insurance carried. Proof of insurance shall be provided to the NESCOE no later than the date of execution of any agreement.

10. Indemnity

The consultant will be expected to indemnify and shall defend and hold harmless NESCOE, its managers and employees from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, monetary loss, interest, attorney's fees, costs and expenses of whatsoever kind or nature arising out of the performance of this engagement, including those arising out of injury to or death of consultant's employees or subcontractors, whether arising before, during, or after completion of the services hereunder and in any manner directly or indirectly caused, occasioned or contributed to in whole or in part, by reason of any act, omission, fault or negligence of consultants or its employees, agents or subcontractors.

AFFIDAVIT – POLITICAL CONTRIBUTIONS

I,			
(name, title, and co	mpany name) disclose the follo	wing political contributions mad	le to a
candidate for the of	fice of Governor of any New Er	ngland state in the last four years	. Please
include candidate, s	state, amount of contribution and	d date. (If none, indicate "none")):
1.			
2			
2.			
3.			
5.			
4.			
	_	as necessary, during the penden	cy of this, or
any other contract t	hat I may have with NESCOE.		
Sworn as true to the	bast of my knowledge and beli	ef, subject to the penalties of fal	sa statamant
Sworn as true to the	best of my knowledge and ben	er, subject to the penalties of far	se statement.
Name:	Signature:	Date:	
	2		

Subscribed and Sworn before me this day of , 20.

Notary Public/Commissioner of the Superior Court

AFFIDAVIT – PRICING

I,

(name, title, and company name) certify that: 1) the prices quoted have not been knowingly disclosed to any competitor or any other potential bidder; 2) such prices have been determined independently without communication, agreement, or collusion with such competitors or potential bidders; and 3) no attempt has been made to persuade any such competitor or potential bidder to submit or not to submit a proposal.

Sworn as true to the best of my knowledge and belief, subject to the penalties of false statement.

	Name:	Signature:		Date:	
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Subscribed and Sworn before me this day of , 20__.

Notary Public/Commissioner of the Superior Court

ATTACHMENT A SCOPE OF WORK

Survey of RTO Reliability Planning Methods

Scope:

Survey all Regional Transmission Organizations (RTOs) regions to examine their methodologies for planning for reliability based transmission projects. The survey will compare the methodologies to how transmission planning is done in New England.

Specific Survey Questions:

<u>Base Case Development</u>. What assumptions are used in designing the base system prior to stress (generation outages, typical dispatch, transfer assumptions, load levels)? Are multiple base case scenarios used? If so, how are they developed? Are all base cases treated the same? What time frame is studied?

<u>Contingency testing</u>. Is the methodology for applying contingencies purely deterministic, or are probabilistic methods used? If a scenario indicates a violation, how is it handled? If it can be handled through re-dispatch, or other operator action, is that allowed? Is probability of a contingency or level of impact considered in how the contingency is solved? Are capital improvements recommended to eliminate all contingencies no matter how low probability or how minimal the impact? If there is a threshold, what is it?

<u>Other.</u> Is generation planning (resource adequacy) considered as part of transmission planning? If this is an RTO with markets for generation, how is the generation considered planned? What if the market does not respond as desired by planners? Any differences that are observed that do not it the above questions but are relevant in the view of the consultant, such as differences in philosophy than come out in answers that are not otherwise covered.

Deliverable:

A survey of methods in narrative and table form comparing other RTOs' methods to ISO-NE's planning methods. The narrative is to be written in clear language for nonengineers. The survey and narrative will not include opinions, viewpoints, counsel or recommendations.

Methods:

First, examine and summarize any publicly available planning documents addressing the above (preliminary investigations on this topic have indicated that many RTO's do not have the level of detail in writing on their websites). Next, interview planning managers or others at each RTO, as needed.

Skills:

A detailed understanding of planning in ISO-NE is needed as the basis for this survey in order to compare other planning methods with New England's. An understanding of planning in one or more other RTO regions would be helpful. Experience in planning is ideal. The ability to critically listen to a description of an unfamiliar planning method and distill the important aspects is required. The ability to ascertain and report objectively without regard to preferences is imperative.