

**STATE OF NEW HAMPSHIRE
OFFICE OF THE CONSUMER ADVOCATE
REQUEST FOR PROPOSALS FOR EXPERT SERVICES RELATED TO
NATIONAL AND REGIONAL ELECTRIC AND NATURAL GAS
MATTERS**

RFP 2019-01

Section 1 – Overview and Schedule

A. Executive Summary

The Office of the Consumer Advocate (OCA or Office) seeks proposals from qualified firms or individuals to provide the OCA with expert services in connection with the Office’s work on national and regional electric and natural gas matters. Specifically, the OCA seeks through this request for proposals (RFP) to retain one or more experts in the regulation, governance, structure and operation of the New England electric power markets and transmission grid. The work includes but is not necessary limited to active engagement with the regional transmission organization ISO New England, its stakeholder advisory organization NEPOOL, and the Federal Energy Regulatory Commission (FERC).

B. Schedule

The following table provides a Schedule of Events for this RFP through contract finalization and approval. The OCA reserves the right to amend this Schedule at its sole discretion and at any time through a published Addendum.

EVENT	DATE	LOCAL TIME
RFP Released to Proposers	3/18/2019	
Proposer Inquiry Period Ends	4/5/2019	4:00 PM
Final OCA Responses to Proposer Inquiries	4/7/2019	4:00 PM
Proposers Submit Proposals	4/19/2019	4:00 PM
Estimate Timeframe for Proposer Oral Presentations and Interviews (if applicable)	4/23/2019 to 4/26/2019	
Estimated Notification of Selection and Begin Contract Negotiations	4/30/2019	

Section 2 - Description of Agency/Program Issuing the Request for Proposals

Pursuant to RSA 363:28, the OCA represents the interests of New Hampshire's residential utility customers before the New Hampshire Public Utilities Commission (PUC) as well as all other forums when such interests are implicated. Among such forums are the FERC, which oversees wholesale electricity and the bulk power transmission system under the Federal Power Act as well as interstate natural gas supplies and pipelines under the Natural Gas Act. The FERC has authorized ISO New England to operate the region's bulk power transmission system and oversee the wholesale markets through which electricity and related products are traded and procured by utilities and other entities with the obligation to serve retail load in the region, including New Hampshire. Accordingly, the OCA is an active participant in selected FERC proceedings and, in particular, is a voting member of NEPOOL, which is the body with official responsibility for providing stakeholder input to the management and board of ISO New England. In certain situations related to proposed changes to ISO New England market rules, NEPOOL has the authority to make filings with the FERC that the agency must consider on an equal footing with requests of ISO New England itself.

The OCA employs a professional staff of four including two attorneys, an economist and a financial expert. The Office devotes substantial in-house resources to the regional and national matters germane to this RFP. However, the OCA lacks the in-house capacity to participate in regional and national matters to the degree necessary in order to protect and advance the interests of New Hampshire's residential utility customers in light of the increasing importance of these matters. Accordingly, this RFP seeks to fill the resource gap.

Section 3 – Proposed Scope of Work

The contractor(s) selected through this RFP shall deliver services at the direction of and in a manner prescribed by the OCA. Deliverables include but are not limited to:

- Review and analysis of proposals, reports, or other filings submitted to the FERC in proceedings related to ISO New England, New England's wholesale electric markets (including capacity and ancillary services markets), and New England's bulk power transmission system, with a focus on the impacts of such filings on residential utility customers in New Hampshire.
- Timely and periodic reporting of events occurring in the regional and federal energy forums, with an emphasis on impacts on residential utility customers in New Hampshire.
- Participation on behalf of the OCA in meetings and other events convened by the FERC, ISO New England, NEPOOL, or one or more stakeholders in New England electric markets.
- Other ISO New England, NEPOOL, New England States' Committee on Electricity (NESCOE), ISO New England Consumer Liaison Group (CLG), or FERC activities as needed.

Proposals should specify how the contractor(s) and the contractor(s)' services will adequately apprise the OCA of the information necessary to make informed decisions, how the contractor(s) will work with the OCA so that, in light of the Office's other duties and limited time, the Office will be able to participate efficiently and effectively in regional and national activities, and, (if applicable) how the contractor(s) can provide services to the OCA in conjunction with similarly situated clients so as to achieve financial and other economies for the OCA without prejudice to the OCA and its constituents.

Section 4 – Process for Submitting a Proposal

A. Proposal Submission, Deadline, and Location Instructions

Proposals submitted in response to this RFP must be received by the Office of the Consumer Advocate no later than the time and date specified in the Schedule section, herein. Proposals may be submitted by U.S. Mail, Delivery Service, or In Person, with an accompanying electronic copy transmitted via e-mail. Proposals must be addressed to:

State of New Hampshire
Office of the Consumer Advocate
Attn. Jamie A. Breen, Legal Assistant
21 South Fruit Street, Suite 18
Concord, New Hampshire 03301
oca@oca.nh.gov

Proposals must be clearly marked as follows:

STATE OF NEW HAMPSHIRE
RESPONSE TO RFP 2019-01
Request for Proposals for Expert Services Related to National and Regional Electric and Natural Gas Matters

Unless waived as a non-material deviation in accordance with Section 6B, late submissions will not be accepted and will be returned to the proposers unopened. Delivery of the Proposals shall be at the Proposer's expense. The time of receipt shall be considered when a Proposal has been officially documented by the OCA, in accordance with its established policies, as having been received at the location designated above. The OCA accepts no responsibility for mislabeled mail or mail that is not delivered or undeliverable for whatever reason. Any damage that may occur due to shipping shall be the Proposer's responsibility.

All Proposals submitted in response to this RFP must consist of at least:

- a) One (1) original clearly identified Proposal, including all required attachments;

- b) One electronic copy of the Proposal with all Confidential Information fully redacted, as provided for in Section 7E of this RFP.

Proposers who are ineligible to bid on proposals, bids or quotes issued by the Department of Administrative Services, Division of Procurement and Support Services pursuant to the provisions of RSA 21-I:11-c shall not be considered eligible for an award under this proposal.

B. Proposal Inquiries

All inquiries concerning this RFP, including but not limited to, requests for clarifications, questions, and any changes to the RFP, shall be submitted via email to the following RFP designated Points of Contact:

TO: jamie.breen@oca.nh.gov

CC: donald.kreis@oca.nh.gov

Inquiries must be received by the OCA's RFP Points of Contact no later than the conclusion of the Proposer Inquiry Period (see Schedule of Events section, herein). Inquiries received later than the conclusion of the Proposer Inquiry Period shall not be considered properly submitted and may not be considered.

The OCA intends to issue official responses to properly submitted inquiries on or before the date specified in the Schedule section, herein; however, this date is subject to change at the OCA's discretion. The Agency may consolidate and/or paraphrase questions for sufficiency and clarity. The OCA may, at its discretion, amend this RFP on its own initiative or in response to issues raised by inquiries, as it deems appropriate. Oral statements, representations, clarifications, or modifications concerning the RFP shall not be binding upon the OCA. Official responses by the OCA will be made only in writing by the process described above. Vendors shall be responsible for reviewing the most updated information related to this RFP before submitting a proposal.

C. Restriction of Contact with Agency Employees

From the date of release of this RFP until an award is made and announced regarding the selection of a Proposer, all communication with personnel employed by or under contract with the OCA regarding this RFP is forbidden unless first approved by Consumer Advocate Kreis, who is listed in the Proposal Inquiries section, herein. OCA employees have been directed not to hold conferences and/or discussions concerning this RFP with any potential contractor during the selection process, unless otherwise authorized by Mr. Kreis. Proposers may be disqualified for violating this restriction on communications.

D. Validity of Proposal

Proposals must be valid for one hundred and eighty (180) days following the deadline for submission of Proposals in Schedule of Events, or until the Effective Date of any resulting Contract, whichever is later.

SECTION 5 - Content and Requirements for a Proposal

Proposals shall follow the below format and provide the required information set forth below, in the order listed:

1. *Corporate/Company Information.* Contractor must provide the OCA with information concerning its corporate/company history; *i.e.*, how many years in business, corporate officers or company principals, location of main and any branch offices, professional and business association memberships, etc.
2. *Personnel Assigned.* Contractor must provide the OCA with a list of all personnel who may be assigned to this project, including the project manager (if applicable), and the contractor shall provide detailed resumes and summaries of each individual reflecting their relevant experience and the nature of their specific responsibilities. During the course of the contract, the OCA must approve in writing any substitutions or changes in personnel assigned to perform the work.
3. *Detailed Budget Proposal.* Contractor must provide the OCA with a detailed budget proposal, as an attachment to the proposal, which identifies the hourly rate for personnel and the rates for any associated expenses, an estimate of the time allocated for each task related to the project(s), any travel expenses, and a not-to-exceed budget amount.
4. *References.* Contractor must provide the OCA with a list of three references for work performed which is similar in scope or content to the services sought through this RFP, preferably work performed within the last 5 years.
5. *Relevant Writing Samples.* Contractor must provide writing samples. Electronic links to documents are preferred over hard copies.
6. *Statement of Disclosure.* Contractor must identify any existing or potential conflicts of interest including those that arise as a result of relationships or affiliations with utility companies under the jurisdiction of the PUC or their affiliates.
7. *Schedule Conflicts.* Contractor must identify any pre-existing professional and personal obligations during the second half of 2019, as well as 2020 and the first half of 2021, which may interfere with meeting the obligations in the contract.

SECTION 6 – Evaluation of Proposals

A. Criteria for Evaluation and Scoring

Cost is a primary consideration, as the OCA has a very limited budget for expert assistance, but cost will not necessarily be the determinative factor in the selection of a winning Proposal or Proposals. Each responsive Proposal will be evaluated and considered with regard to the following criteria:

- a. Knowledge and practical skills and experience that the organization or individual possesses, including that of the staff and any subcontractors assigned to work under the Contract.
- b. Experience and qualifications in providing similar services in New Hampshire, New England, and other states as well as to other state utility consumer advocates or regulatory agencies.
- c. Availability and accessibility of staff assigned to the project, including physical proximity to New Hampshire (and sites relevant to proceedings before ISO New England and NEPOOL) and travel costs.
- d. Ability to perform and complete the work requested.
- e. Cost of consulting services and expenses, including the competitiveness of the proposed hourly rates and any proposed discounts or other cost-effective benefits. (The OCA reserves the right to negotiate lower fees or a different fee structure than proposed with any selected firm(s) or individual(s).)

If the OCA determines to make an award based on these evaluations, the OCA will notify the selected Proposer(s). Should the OCA be unable to reach agreement with the selected Proposer(s) during Contract discussions, the OCA may then undertake Contract discussions with the next preferred Proposer and so on, or the OCA may reject all proposals, cancel this RFP, or solicit new Proposals under a new acquisition process.

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The OCA will use a scoring scale of 100 points, which will be distributed as set forth in the table below.

CATEGORIES	POINTS
TECHNICAL PROPOSAL with the following potential maximum scores for each Technical Proposal category;	
a. Knowledge and practical skills	30
b. Experience and qualifications	25
c. Availability and accessibility	10
d. Ability to perform and complete work	10
PRICE PROPOSAL POTENTIAL MAXIMUM POINTS	25
TOTAL POTENTIAL MAXIMUM POINTS AWARDED	100

The OCA will select a Proposer based upon the criteria and standards contained in this RFP and from applying the weighting in this section. Oral interviews and reference checks, to the extent they are utilized by the OCA, will be used to refine and finalize scores.

B. Planned Evaluations

The OCA plans to use the following process:

- Initial screening to ensure that the Proposals are in compliance with submission requirements;
- Preliminary evaluation of the Proposals;
- Oral interviews and Product Demonstrations (if necessary);
- Final Evaluation of Technical Proposals and scoring;
- Review of Price Proposals and final scoring;
- Select the highest scoring Proposer(s) and begin contract negotiation.

C. Initial Screening

The OCA will conduct an initial screening step to verify Proposer compliance with the technical submission requirements set forth in the RFP and the minimum content set forth in Section 5 of this RFP. The OCA may waive or offer a limited opportunity to cure immaterial deviations from the RFP requirements if it is determined to be in the best interest of the State.

D. Preliminary Technical Scoring of Proposals

The OCA will establish an evaluation team to initially score the Technical Proposals. This evaluation team will review the technical proposals and give a preliminary score to the technical proposals under the guidelines set forth in Section 6. Should a Proposer fail to achieve 50 Points in the preliminary scoring, it will receive no further consideration from the evaluation team and the Proposer's Price Proposal will be returned unopened. Price Proposals will remain sealed during the preliminary technical review.

E. Oral Interviews

If the OCA determines that it is appropriate, proposers may be invited to oral interviews. The OCA retains the sole discretion to determine whether to conduct oral interviews, with which proposers; and the number of interviews. Proposers are advised that the OCA may decide to conduct interviews with less than all responsive proposers.

The purpose of oral interviews is to clarify and expound upon information provided in the written Proposals. Proposers are prohibited from altering the basic substance of their Proposals during the oral interviews. The OCA may ask the Proposer to provide written clarifications of elements in their Technical Proposal regardless of whether it intends to conduct Oral Interviews.

Information gained from oral interviews will be used to refine technical review scores assigned from the initial review of the Proposals.

F. Final Technical Scoring of Proposals

Following Oral Interviews, Reference Checks (if appropriate) and/or review of written clarifications of proposals requested by the OCA, the evaluation team will determine a final score for each Technical Proposal.

G. Price Proposal Review

Price proposals will be reviewed upon completion of the final technical scoring of proposals. The Proposer's Price Proposal will be allocated a maximum potential score of 25 points. Proposers are advised that this **is not a low bid award** and that the scoring of the price proposal will be combined with the scoring of the technical proposal to determine the overall highest scoring Proposer. In reviewing Price Proposals, the OCA will consider the competitiveness of the hourly rates to be the primary consideration.

H. No Best and Final Offer

The Proposal should be submitted initially on the most favorable terms which the proposer can offer. There will be no best and final offer procedure. The Proposer should be prepared to

accept this RFP for incorporation into a contract resulting from this RFP. Contract negotiations may incorporate some or all of the Proposal.

I. Final Selection

The OCA will conduct a final selection based on the final evaluation of the initial proposals and begin contract negotiations with the selected Proposer(s).

J. Rights of the OCA in Accepting and Evaluating Proposals

The OCA reserves the right to:

- Make independent investigations in evaluating Proposals;
- Request additional information to clarify elements of a Proposal;
- Waive minor or immaterial deviations from the RFP requirements, if determined to be in the best interest of the State;
- Omit any planned evaluation step if, in the OCA's view, the step is not needed;
- At its sole discretion, reject any and all Proposals at any time; and
- Open contract discussions with the second highest scoring Proposer and so on, if the OCA is unable to reach an agreement on Contract terms with the higher scoring Proposer(s).

SECTION 7 – Terms and Conditions Related to the RFP Process

A. RFP Addendum

The OCA reserves the right to amend this RFP at its discretion, prior to the Proposal submission deadline. In the event of an addendum to this RFP, the OCA, at its sole discretion, may extend the Proposal submission deadline, as it deems appropriate.

B. Non-Collusion

The Proposer's signature on a Proposal submitted in response to this RFP guarantees that the prices, terms and conditions, and Work quoted have been established without collusion with other Proposers and without effort to preclude the OCA from obtaining the best possible competitive Proposal.

C. Property of the OCA

All material received in response to this RFP shall become the property of the State and will not be returned to the proposer. Upon Contract award, the State reserves the right to use any information presented in any Proposal.

D. Confidentiality of a Proposal

Unless necessary for the approval of a contract, the substance of a proposal must remain confidential until the Effective Date of any Contract resulting from this RFP. A Proposer's disclosure or distribution of Proposals other than to the OCA will be grounds for disqualification.

E. Public Disclosure

Pursuant to RSA 21-G:37, all responses to this RFP shall be considered confidential until the award of a contract. At the time of receipt of proposals, the OCA will post the number of responses received with no further information. No later than five (5) business days prior to submission of a contract to the Department of Administrative Services pursuant to this RFP, the OCA will post the name, rank or score of each proposer.

The content of each Proposer's Proposal shall become public information upon the award of any resulting Contract. Any information submitted as part of a response to this request for proposal (RFP) may be subject to public disclosure under RSA 91-A. In addition, in accordance with RSA 9-F:1, any contract entered into as a result of this RFP will be made accessible to the public online via the website Transparent NH (<http://www.nh.gov/transparentnh/>). However, business financial information and proprietary information such as trade secrets, business and financials models and forecasts, and proprietary formulas may be exempt from public disclosure under RSA 91-A:5, IV. If you believe any information being submitted in response to this request for proposal, bid or information should be kept confidential as financial or proprietary information; you must specifically identify that information in a letter to the OCA, and must mark/stamp each page of the materials that you claim must be exempt from disclosure as "CONFIDENTIAL". A designation by the Proposer of information it believes exempt does not have the effect of making such information exempt. The OCA will determine the information it believes is properly exempted from disclosure. Marking of the entire Proposal or entire sections of the Proposal (e.g. pricing) as confidential will neither be accepted nor honored. Notwithstanding any provision of this RFP to the contrary, Proposer pricing will be subject to disclosure upon approval of the contract. The OCA will endeavor to maintain the confidentiality of portions of the Proposal that are clearly and properly marked confidential.

If a request is made to the OCA to view portions of a Proposal that the Proposer has properly and clearly marked confidential, the OCA will notify the Proposer of the request and of the date the OCA plans to release the records. By submitting a Proposal, Proposers agree that unless the Proposer obtains a court order, at its sole expense, enjoining the release of the requested information, the OCA may release the requested information on the date specified in the OCA's notice without any liability to the Proposers.

F. Non-Commitment

Notwithstanding any other provision of this RFP, this RFP does not commit the OCA to award a Contract. The OCA reserves the right, at its sole discretion, to reject any and all Proposals, or any portions thereof, at any time; to cancel this RFP; and to solicit new Proposals under a new acquisition process.

G. Proposal Preparation Cost

By submitting a Proposal, a Proposer agrees that in no event shall the OCA be either responsible for or held liable for any costs incurred by a Proposer in the preparation of or in connection with the Proposal, or for Work performed prior to the Effective Date of a resulting Contract.

H. Ethical Requirements

From the time this RFP is published until a contract is awarded, no bidder shall offer or give, directly or indirectly, any gift, expense reimbursement, or honorarium, as defined by RSA 15-B, to any elected official, public official, public employee, constitutional official, or family member of any such official or employee who will or has selected, evaluated, or awarded an RFP, or similar submission. Any bidder that violates RSA 21-G:38 shall be subject to prosecution for an offense under RSA 640:2. Any bidder who has been convicted of an offense based on conduct in violation of this section, which has not been annulled, or who is subject to a pending criminal charge for such an offense, shall be disqualified from bidding on the RFP, or similar request for submission and every such bidder shall be disqualified from bidding on any RFP or similar request for submission issued by any state agency. A bidder that was disqualified under this section because of a pending criminal charge which is subsequently dismissed, results in an acquittal, or is annulled, may notify the department of administrative services, which shall note that information on the list maintained on the state's internal intranet system, except in the case of annulment, the information, shall be deleted from the list.

I. Challenges on Form or Process of the RFP

Any challenges regarding the validity or legality of the form and procedures of this RFP, including but not limited to the evaluation and scoring of Proposals, shall be brought to the attention of the OCA at least ten (10) business days prior to the Proposal Submission Deadline. By submitting a proposal, the Proposer is deemed to have waived any challenges to the OCA's authority to conduct this procurement and the form and procedures of this RFP.

Section 8 – Contract Terms and Award

A. Non-Exclusive Contract

Any resulting Contract from this RFP will be a non-exclusive Contract. The OCA reserves the right, at its discretion, to retain other Contractors to provide any of the Services or Deliverables identified under this procurement or make an award by item, part or portion of an item, group of items, or total Proposal.

Award

If the OCA decides to award a contract as a result of this RFP process, any award is contingent upon approval of the Contract by Governor and Executive Council of the State of New Hampshire and upon continued appropriation of funding for the contract.

B. Standard Contract Terms

The OCA will require the successful bidder to execute a Firm Fixed Price/Not to Exceed Contract using the Standard Terms and Conditions of the State of New Hampshire which is attached as Appendix A.

The Term of the Contract will be for two (2) years from the date of approval. The contract term may be extended by an additional term of two (2) years at the sole option of the OCA, subject to the parties' prior written agreement on terms and applicable fees for each extended term. contingent upon satisfactory vendor performance, continued funding and Governor and Executive Council approval.

To the extent that a Proposer believes that exceptions to the standard form contract will be necessary for the Proposer to enter into the Agreement, the Proposer should note those issues during the Proposer Inquiry Period. The OCA will review requested exceptions and accept, reject or note that it is open to negotiation of the proposed exception at its sole discretion. If the OCA accepts a Proposer's exception the OCA will, at the conclusion of the inquiry period, provide notice to all potential proposers of the exceptions which have been accepted and indicate that exception is available to all potential proposers. Any exceptions to the standard form contract that are not raised during the proposer inquiry period are waived. In no event is a Proposer to submit its own standard contract terms and conditions as a replacement for the State's terms in response to this solicitation.