

SPP Regional State Committee

Request for Proposal

Allocation of Transmission Upgrade Costs Across Transmission Provider Seams

Scheduled Release: February 1, 2011

Table of Contents

Section 1 - Background	3
1.1 Southwest Power Pool Overview	3
1.2 SPP Regional State Committee Overview	3
1.3 Entergy Regional State Committee Overview	3
1.4 Governing Documents	3
1.5 Purpose of Proposal	3
1.6 Response Date.....	4
1.7 RFP Project Coordinator.....	4
1.8 RFP Timetable	4
Section 2 – Objectives	4
2.1 Objective.....	4
2.2 Estimated Project Timeline.....	5
Section 3 - Project Requirements and Scope	6
3.1 Progress Communication.....	6
3.2 Guidelines and Expectations.....	6
3.3 The Role of the Retail Regulators.....	6
Section 4 - Proposal Process and Requirements.....	6
4.1 Proposed Solution.....	6
4.2 Conditions of Bid.....	6
4.3 Pre-Bid Questions.....	7
4.4 Bid Clarifications and/or Exceptions.....	7
4.5 Duration of Offer	7
4.6 Response Instructions	7
4.7 Respondent Contact Information	7
4.8 Company Profile.....	8
4.9 Conflict of Interest	8
4.10 Disclaimer.....	8
4.11 Disqualification.....	9
4.12 Requirements and Criteria	9
4.13 Pricing.....	9
Section 5 – Attachments.....	16
Attachment A: Conditions of Bid.....	16
Attachment B: Respondent Information	18
Attachment C: Bid Clarifications and/or Exceptions	19
Attachment D: Pricing Summaries	20

Section 1 - Background

1.1 Southwest Power Pool Overview

The Southwest Power Pool, Inc. (SPP) is a Regional Transmission Organization (RTO) with members in Arkansas, Kansas, Louisiana, Mississippi, Missouri, Nebraska, New Mexico, Oklahoma, and Texas. Membership includes investor-owned utilities, municipal systems, generation and transmission cooperatives, state authorities, wholesale generators, power marketers, and independent transmission companies.

Visit SPP.org to [read more fast facts](#), see a list of [SPP members](#) and [access governing documents](#), including the Open Access Transmission Tariff, Bylaws, and Membership Agreements

1.2 SPP Regional State Committee Overview

The SPP Regional State Committee (SPP RSC) provides collective state regulatory agency input on matters of regional importance related to the development and operation of bulk electric transmission. Membership in the SPP RSC is voluntary with the current membership comprised of retail regulatory commissioners in Arkansas, Kansas, Missouri, Nebraska, New Mexico, Oklahoma, and Texas.

Among other issues, the SPP RSC is charged with cost allocation for transmission upgrades within SPP and accomplishes much of its work through its Cost Allocation Working Group (CAWG) working with stakeholders to address these issues.

1.3 Entergy Regional State Committee Overview

The Entergy Regional State Committee (E-RSC) is an organization created to provide collective state regulatory agency input on the operations of and upgrades to the Entergy Transmission System (ETS) including without limitation, issues relating to the operations and functions of the Entergy region Independent Coordinator of Transmission (ICT) and ICT committees, working groups and task forces.

1.4 Governing Documents

Governing documents for SPP, the SPP RSC and the E-RSC can be found on www.spp.org.

1.5 Purpose of Proposal

The SPP RSC is seeking a qualified, proven consulting firm in the area of transmission cost allocation to assist SPP, the SPP RSC, and SPP stakeholders in the area of cost allocation for transmission projects that cross/impact the seam(s) between two or more entities or is needed to

support power flows between two or more seams entities. The initial phase of the effort will focus on creating a general approach to seams cost allocation. The second phase will focus on detailed recommendations for the SPP seams with adjacent transmission entities.

1.6 Response Date

To be considered, proposals must be provided by electronic mail to Ben Bright (BBright@spp.org) on or before 4:00 p.m. CST, March 9, 2011. Proposals received after that deadline, for any reason, will not be considered.

1.7 RFP Project Coordinator

Respondents should contact the Project Coordinator listed here for further proposal information. Contacting any other SPP RSC member, E-RSC member, SPP member or staff representative is strongly discouraged and could result in disqualification of the proposal.

If you have questions, please contact the Project Coordinator below:

Name Sam Loudenslager
Title Director, Research and Policy Development
Organization Arkansas Public Service Commission
Address 1000 Center
P.O. Box 400
Little Rock, AR 72203-0400
Telephone Number 501-682-5824
E-mail Address Sam.Loudenslager@psc.state.ar.us

1.8 RFP Timetable

Task	Completion Date
RFP Released	February 1, 2011
Pre-Bid Question Due	February 8, 2011
RFP Responses Due	March 9, 2011
Bid Award	March 31, 2011

Section 2 – Objectives

2.1 Objective

The SPP RSC is seeking a qualified, proven consulting firm in the area of transmission cost allocation to assist SPP, the SPP RSC, and SPP stakeholders to address cost allocation principles and solutions for transmission projects which impact two or more seams entities. This Request for Proposal (RFP) requires respondents to have demonstrated knowledge of cost allocation in a wide range of applications, significant knowledge of FERC's decisions and opinions on cost

allocation, significant knowledge of seams related cost allocation issues, and the ability to formulate and facilitate the diverse views and opinions of a large group of parties.

Cost allocation has proven to be a complex issue both within and outside of RTOs/ISOs. The SPP Seams Steering Committee (SSC) has begun drafting a document entitled “Cost Allocation Principles for Seams Transmission Expansion Projects.” The current draft of this document is attached to this RFP as an Appendix.

It is anticipated that this project will have two phases. The initial phase of the effort will be focused on the creation of a general approach to cost allocation principles that SPP can use going forward as it assesses the needs and benefits at each seam. In addition, the selected respondent will report to the SPP RSC on the following:

- a) Benefit measurements that have been proposed for use in allocating costs across transmission provider seams for various types of transmission upgrades in other regions.
- b) Benefit measurements that have been proposed and accepted by transmission providers in those regions as being valid and relevant for allocating the costs of various types of upgrades.

With regard to the attached SSC draft document, respondents will be required to (1) review the draft cost allocation principles for both completeness and consistency, (2) evaluate various cost allocation proposals described in (b) above to determine whether a cost allocation proposal meets the principles and (3) provide alternatives if warranted. Respondents will be required to provide specific proposals for viable cost allocation alternatives that can be used by the SPP in negotiations with its neighbors.

The second phase, included in this RFP, will be focused on utilizing the results in the initial phase to work with stakeholders to create a detailed recommendation report for the SPP/MISO, SPP/Entergy, SPP/CLECO, SPP/SWPA and SPP/AECI seams.

2.2 Estimated Project Timeline

Task	Estimated Completion Date
Phase 1	June 1, 2011, draft report to CAWG by June 29, 2011
	Final report to SPP RSC by July 25, 2011
Phase 2	Six months after the Final Report is accepted by the RSC

Section 3 - Project Requirements and Scope

3.1 Progress Communication

Communication between the selected Respondent and SPP, the SPP RSC, the E-RSC, and stakeholders is expected for the duration of the Contract. The selected Respondent's Project Lead is responsible for coordinating the work performed with SPP RSC and SPP Staff contacts. The selected Respondent(s) will be responsive to the SPP RSC's requests and questions. The SPP RSC Staff contacts will facilitate the development and distribution of monthly cost reports, as well as other specified progress updates.

3.2 Guidelines and Expectations

The term of the contract is provided in Section 2.2 above. Any changes to the project term will be mutually agreeable to the respondent and the RSC.

The Respondent, however, should submit a preliminary work plan upon which the Respondent's estimate for the total contract price should be based. That work plan should cover the contract period beginning as of the contract date for a period specified in Section 2.2.

3.3 The Role of the Retail Regulators

The SPP RSC, the E-RSC and assigned retail regulatory staff (Retail Regulators) intend to work together on this project with SPP and affected stakeholders and/or systems. In all matters pertaining to the contract, the SPP RSC shall have final approval authority. Respondents should include in their responses a discussion of the anticipated relationship between their team, the Retail Regulators and SPP.

Section 4 - Proposal Process and Requirements

4.1 Proposed Solution

The Respondent should provide a detailed description of any and all solutions that it proposes to meet the SPP RSC's objective as described in Section 2. The selected Consulting Firm will work with the SPP RSC to develop acceptable forms for all related reports, work schedules, transition plans, etc.

4.2 Conditions of Bid

In submitting a response to this RFP, Respondent acknowledges and accepts the following conditions by initialing each sub-paragraph in Attachment A.

4.3 Pre-Bid Questions

All operational, technical, business, and contractual questions regarding this RFP and the scope contained herein, shall be submitted in writing via e-mail to the Project Coordinator only (see Sections 1.6 and 1.7 above).

Questions regarding the RFP must be submitted in writing within one week of the release of the RFP (see Section 1.8 above).

Questions and responses will be distributed to all known recipients of the RFP without identifying the source of those requests.

4.4 Bid Clarifications and/or Exceptions

Proposals shall conform to, in all respects, the applicable specifications, terms, and conditions referred to in this RFP. Submission of a proposal constitutes a commitment that Respondent can provide the services in the RFP. An inability to provide an individual service(s) will not eliminate a firm from consideration. Any deviations from or exceptions to this RFP shall be clearly stated in your proposal using Attachment C. If there are no such exceptions, please state so. A contract will not be awarded until the terms and conditions are executed between the parties. Once a contract is awarded, any exceptions that follow will not be considered.

4.5 Duration of Offer

Proposals must be valid for a minimum of 90 days following the submission of responses to this RFP.

4.6 Response Instructions

All proposals must include a table of contents delineating responses to each section. Proposals must include all responses including the attachments outlined in Section 5. Each section of the response must contain all items in the sequence identified. An authorized official must sign any proposal(s). The proposal(s) must also provide the names, titles, phone numbers, and e-mail addresses of those individuals with authority to negotiate and contractually bind the Respondent.. The SPP RSC may use this information to obtain clarification of information provided.

4.7 Respondent Contact Information

In Attachment B, please provide contact information of the authorized person making this proposal and any alternate person with the same authority whom the SPP RSC should contact with of questions or clarification.

4.8 Company Profile

Briefly complete the company profile information as listed in Attachment B and include a copy of your current insurance certificate. Also provide a separate Attachment B and insurance certificate for each subcontractor included in your proposal.

4.9 Conflict of Interest

Respondent must disclose all contracts, services rendered, relationships, circumstances, or interests between Respondent, its consultants, or subcontractors and SPP and seams entities adjacent to SPP, including its affiliates and subsidiaries, during the last five (5) years. In addition, Respondents must disclose any contracts, services rendered, relationships, circumstances, or interests between the Respondent, its Consultants, or subcontractors and other clients which may pose a conflict of interest, influence judgment or impair objectivity, or give the appearance of such conflict. If there have been no such relationships, a statement to that effect is to be included. Additionally, the Respondent should disclose its client list for all similar work performed during the past five (5) years, identifying the client, nature of review/assistance and dates of service.

By submission of a proposal, the Respondent certifies (and in the case of a joint proposal, each party certifies) that:

- No relationship exists or will exist during the contract period, between the Respondent and (i) SPP (ii) the SPP RSC or its members, other than those under this proposal if accepted, or (iii) stakeholders that could be construed as a conflict of interest and breach the terms or conditions of this RFP or any resulting contract.

If a Respondent fails to disclose any of the above interests at the outset of its submitting a proposal, or where such a relationship subsequently develops during the Respondent's employment by the SPP RSC, the SPP RSC reserves the right to terminate or cancel the contract into which the SPP RSC may have entered with the Respondent. In addition, Respondent shall be liable for all costs incurred by the SPP RSC in using Respondent's services, as well as all other nominal, consequential, punitive, and/or other damages directly or indirectly caused by Respondent's failure to disclose any of the above interests.

4.10 Disclaimer

This RFP is not an offer to enter into a contract, but is merely a request for the submission of information. Expenses incurred in responding to this request are the responsibility of the Respondent. All materials submitted become the property of the SPP RSC. The SPP RSC reserves the right to modify, reject, or use without limitation any, or all of the ideas from submitted information. The SPP RSC reserves the right to negotiate separately with individual Respondents or to discontinue the RFP process at any time for any reason whatsoever. The finalist's response to this RFP will become part of the final contract if awarded. Wherever there is a conflict between the Respondent's responses to this RFP, and the terms and conditions contained in any contract subsequently entered into by the parties, the terms and conditions of the contract shall prevail. The SPP RSC has no obligations to disclose the results of the RFP process or to disclose why particular Respondent(s) were selected to participate in the contract negotiations process.

4.11 Disqualification

Respondents shall only contact the Project Coordinator listed in Section 1.7 of this RFP. Respondents are not permitted to contact the SPP RSC or SPP RSC Staff other than the Project Coordinator regarding this RFP or any of the information contained herein. Violations of these provisions may subject the Respondent to immediate disqualification.

4.12 Requirements and Criteria

The SPP RSC and/or its Staff will perform the evaluation of written proposals. During this time, the SPP RSC may initiate discussions with Respondents who submit responses or who are potentially submitting responses for the purpose of clarifying aspects of the proposals. However, proposals may be evaluated without such discussions. Respondents shall not initiate such discussions.

The responses will be evaluated according to, but not restricted to, the following criteria:

- Previous relevant experience with provision of pertinent services;
- The Respondent's demonstration of its capabilities to provide the services given the broad areas of technical expertise and other qualifications. Necessary areas of expertise include, but are not limited to legal, economic, financial, engineering and accounting;
- The Respondent's overall responsiveness and consistency in meeting the requirements as specified in this RFP;
- Demonstration by the Respondent of an ongoing business capability, e.g., financial statements, etc.;
- The Respondent's organizational and technical capabilities to provide the services;
- The Respondent's willingness and ability to meet the designated timelines and the reporting dates agreed upon with the SPP RSC;
- The compliance of the Respondent's response to the proposal specification(s);

The Respondent may be required to make an oral presentation of the Proposal submitted in response to the RFP. This presentation would provide an opportunity for the Respondent to clarify its Proposal and allow the SPP RSC and/or the SPP RSC Staff to obtain answers to questions they may have regarding the Proposal.

4.13 Pricing

Pricing and fees shall be summarized in Attachment D.

The price shall be firm for the duration of this contract. Respondents shall identify all assumptions made that would impact the cost. Bid price(s) shall include all costs to Respondent, including taxes (if applicable) and profit.

Prospective contractors are invited to submit other pricing options for consideration by the evaluation committee. All final pricing agreed to in the contract will be based on an understanding of how all costs are derived.

The SPP RSC reserves the right to accept a proposal other than the lowest priced proposal and to accept or reject any proposal (in whole or in part), or to reject all proposals (with or without notice or reasons), and if no proposal is accepted, to abandon the work, or to have the work performed in such other manner as the SPP RSC may elect.

DRAFT

Cost Allocation Principles for Seams Transmission Expansion Projects

SPP's seams agreements currently contain requirements for SPP to develop coordinated system plans with its neighbors. The extent and nature of the coordinated planning required in SPP's seams agreements varies with each neighbor. In all cases, SPP's agreements lack systematic requirements describing how costs for upgrades identified in these coordinated plans should be allocated between SPP and its neighbors. SPP's agreements generally describe that cost allocation for these projects will be determined on a case-by-case basis. To promote improved transmission planning coordination at SPP's seams and facilitate more cost-effective and efficient interregional solutions, a more structured set of cost allocation requirements should be developed and included in SPP's seams agreements.

When developing cost allocation requirements for coordinated expansion at SPP's seams, principles should be considered in the following areas:

1. Seams Projects Classification and Applicability
2. Seams Project Designation Criteria – OATT Compatibility
3. Models and Modeling Assumptions
4. Metrics and Criteria
5. Cost Allocation

1. Seams Projects Classification and Applicability

Inter-regional transmission projects (IRTPs) are 100KV and above solutions that are impacted by or beneficial to two or more seams parties, either interconnections between the seams parties or wholly contained within one party¹. Generally, these solutions should be identified as part of coordinated system planning and modeling efforts between SPP and its neighbors over a mutually agreeable planning horizon. Allowances should be made for individually identified projects to be considered for multi-party cost allocation. With respect to the major driver, these projects can be classified as: 1) driven by reliability needs (IRTP-R); driven by economic improvements (IRTP-E); or driven by policy requirements (IRTP-P). IRTP-Rs are cost effective solutions necessary to “keep the lights on” and meet NERC planning standards, SPP Criteria or other mandates. IRTP-Es are those that enhance interregional market activity by reducing congestion, and may replace and/or delay IRTP-Rs or other projects, and provide greater flexibility allowing members to access multiple lower-cost energy supplies on behalf of their consumers. IRTP-Ps are cost-effective transmission upgrades that are required to meet policy objectives, such as transmission upgrades needed to accommodate: 1) the addition of renewable

¹ Use of the term “party” in this document shall be deemed to mean “transmission service provider”.

DRAFT

resources to meet state or federal Renewable Energy Standards; 2) carbon caps; or 3) other similar types of policy objectives. Consistent project designation criteria, benefit assessment methods, and cost allocation rules should be developed for each class of projects; however, the selection process should allow sufficient flexibility for customized cost allocation solutions between the seams parties on a project-by-project basis.

2. Seams Project Designation Criteria – OATT Compatibility

For a project to be designated as an IRTP project that is eligible for cost sharing, such projects should result from coordinated system planning as described in the agreements between seams parties, and both parties must have appropriate cost recovery provisions, as necessary, that allow the party to recover its share of costs related to an IRTP upgrade. This is important to ensure that shared project costs can be allocated within each party's region under appropriate OATT provisions².

To be designated as an IRTP project, estimated project costs should be large enough to warrant pursuit of treatment as an IRTP. This is necessary to minimize the need to analyze smaller projects that are unlikely to provide sufficient benefits to both parties. As a guideline, a total engineering and construction costs for a project should be estimated at \$20,000,000 or more to be considered an IRTP project. Other solutions of lesser amounts could be considered upon mutual agreement of the parties.

To be considered an IRTP-R, both parties should impact the need for the project by a significant amount, ensuring that some level of benefits can be realized and warranting cost allocation. Impacts of the parties serving their network load from designated resources on the constrained facility that is creating the need for improvement should be determined. The seams party not constructing the IRTP-R facility should contribute at least 5% of the loading on the constrained facility for the project to be considered an IRTP-R. Other RTOs, including MISO and PJM, use this same basis for reliability-driven seams projects.

To be considered an IRTP-E, each party should, at a minimum, receive sufficient benefits from reduced exposure to congestion. At least one generator in a party's dispatch footprint should have a Generation-to-Load Distribution Factor (GLDF) of 5% or greater on one or more constraints being addressed. Using a GLDF of 5% or greater is reasonable because that is how Market Flows and Network/Native Load (NNL) impacts are determined in the TLR process. Other RTOs, including MISO and PJM, use this basis for economically-motivated seams projects.

For a project to be considered an IRTP-E, each party's projected benefits should be equal to or greater than its allocated share of the project cost. This is reasonable because the planning

² For IRTPs, regardless of voltage class, costs allocated to SPP should be recovered using SPP's then current regional cost allocation method at the time IRTPs are approved. These costs should be recovered under SPP's Region-wide Charge on the same basis as Base-Plan Upgrades whose nominal operating voltage level is greater than or equal to 300 kV.

DRAFT

analyses performed in support of these projects generally do not adequately represent the myriad real-time operating conditions that often reflect even more need and potential benefits than can be reflected in planning models.

Projects related to policy driven upgrades (IRTP-P) will likely require a different analysis from that used for IRTP-R or IRTP-E projects because of their unique nature.³ In order to qualify as an IRTP-P project, such upgrades should be determined through the parties' coordinated system planning processes as necessary to meet the policy needs of at least one of the parties.

3. Models and Modeling Assumptions

Models used to develop solutions, determine benefits, and allocate costs should be those used in coordinated planning efforts between seams parties; this will help ensure that assumptions used and results achieved are consistent and acceptable to the parties. Generation, transmission, load, interchange, and policy impact (especially related to renewables) assumptions over the mutually accepted planning horizons will be essential to IRTP-R, IRTP-P and IRTP-E screening, selection, and cost allocation solutions.

4. Metrics and Criteria

Benefits calculations for IRTP-Es should at a minimum include the following metrics:

- Adjusted Production Cost (APC) Savings⁴
- Project deferrals and/or displacements
- Reduced system losses.

Other factors - such as metrics established by the SPP Economic Studies Working Group, including those that represent reliability benefits, and policy or regulatory-driven needs - should be considered to the extent they are applicable and agreeable to both parties. Using APC savings is a reasonable benefit metric to employ in considering seams solutions because it is widely utilized and understood in the industry. Other metrics that should be considered may be more difficult to quantify and may not always be acceptable or applicable with each neighbor. Nevertheless, the results of any metric calculations performed should be agreed upon by the parties.

³ An example of an IRTP-P project is one involving upgrades necessary to integrate renewable energy into the supply party's footprint at a level that meets the targeted energy requirements, but where some portion of that renewable energy is then delivered to an entity in the other party. In this example, it is important to note that the IRTP-P project is not the same as upgrades required to meet a request for transmission service or a request for generation interconnection.

⁴ APC is production cost + purchase power cost – revenues from sales. APC savings is the APC before the upgrade(s) minus APC after the upgrade(s).

DRAFT

Specific reliability criteria for IRTP-Rs should be those applicable in the transmission system in which the reliability upgrade is required. For upgrades associated with increased delivery of energy across a seam, if the upgrades are agreed to prior to requests for transmission service, the criteria should generally follow those required to deliver the energy to the border of the transmission provider in which the energy is sourced. If these upgrades are associated with specific transmission service requests, the costs would be assigned to the transmission customer(s) requesting the transmission service, and would be subject to receipt of revenue credits from additional use of the upgrades pursuant to the party's applicable tariff provisions.

5. Cost Allocation

For IRTP-Rs, allocation of transmission costs should take into consideration the loading each party contributes on the constrained facility(ies) by serving its network load from its designated resources. Using this as a metric for allocating costs of an IRTP-R project would reflect the relationship between the costs allocated and the cost causers. This approach is similar to that currently being used by other RTOs, including MISO and PJM, for their reliability-driven seams projects. While cost causation is one principle for cost allocation, there may be other such measures of reliability benefits that could be considered⁵.

For IRTP-Es, transmission costs should be allocated to each party based on the net present value of total quantifiable benefits calculated for each party, provided that the parties should be allowed to consider other arrangements, such as allocating costs based on allocation of physical transmission capacity rights, as long as those arrangements result in mutually agreeable benefits. For projects justified on economic benefits, it is reasonable to assign costs to those parties that benefit in accordance with their expected benefits. Assigning costs based on share of total benefits is the approach is currently being used by other RTOs, including MISO and PJM, for their economically-driven seams projects.

For IRTP-Ps, the benefits of IRTP-P projects are found in their ability to cost-effectively meet the stated policy objectives. The level at which such objectives are met among the parties should provide the basis for cost allocation between those parties.

For IRTPs, regardless of voltage class, costs allocated to SPP should be recovered using SPP's then current regional cost allocation method at the time IRTPs are approved. These costs should be recovered under SPP's Region-wide Charge on the same basis as Base-Plan Upgrades whose nominal operating voltage level is greater than or equal to 300 kV.

⁵ For example, previous to the change to Highway-Byway, the SPP tariff allocated two thirds of the cost of reliability upgrades to zones based on positive MW-mile impact, and the Midwest ISO tariff allocates the majority of the costs of reliability upgrades to zones using a similar measure of benefits – line outage distribution factor (LODF). Both of these metrics are rough approximations to reliability benefits that do take into account the loading each party contributes on the constrained facilities, but takes into account the loading before and after the upgrade.

DRAFT

Finally, while projects are driven by specific needs (reliability, economics or policy), they can have multiple impacts across the seams. For example, a reliability project in one party's region can provide economic benefit to the other party. An economic project in one party's region may alleviate a reliability project in the other party's region, or may result in a reliability upgrade needed in the other party's region. A policy project in one party's region can impact economics and reliability in the other party's region. All of these residual impacts need to be taken into account regarding allocation of cost across seams.

Section 5 – Attachments

Attachment A: Conditions of Bid

In submitting a response to this RFP, Respondent acknowledges and accepts the following conditions, and makes the following representations. Please initial each sub-paragraph in each box below in your response.

- A-1 **Ownership of Proposals** – All proposals in response to this RFP are to be the sole property of the SPP RSC.
- A-2 **Oral Contracts** – Any alleged oral contracts or arrangements made by a Respondent with the SPP RSC or SPP RSC Staff will be superseded by the written contract.
- A-3 **Amending or Canceling Request** – The SPP RSC reserves the right to amend or cancel this RFP at any time if it is in the best interest of the SPP RSC.
- A-4 **Rejections for Default or Misrepresentation** – The SPP RSC reserves the right to reject the Proposal of any Respondent that is in default of any prior contract, or for misrepresentation.
- A-5 **Clerical Errors in Awards** – The SPP RSC reserves the right to correct inaccurate awards resulting from its clerical errors.
- A-6 **Rejection of Proposals** – Proposals are subject to rejection (in whole or in part) if they limit or modify any of the terms and/or specifications of the RFP.
- A-7 **Presentation of Supporting Evidence** – If requested, Respondent(s) shall present evidence of experience, ability, and financial standing necessary to satisfactorily meet the requirements set forth in the RFP, or those implied in the proposal.
- A-8 **Consistency in Submissions** – The hardcopy submission of the proposal will prevail in the case of a discrepancy between the electronic and hardcopy version of the documents.
- A-9 **Changes to Proposals** – No additions or other changes to the original proposal will be allowed after submittal. While changes are not permitted, clarification at the request of the SPP RSC may be required at the sole expense of the Respondent.
- A-10 **Collusion** – In submitting a proposal, the Respondent verifies that the proposal is not made in connection with any competing Respondent submitting a separate response to the RFP, and is in all respects fair and without collusion or fraud.
- A-11 **Costs** – The SPP RSC shall not be liable for any costs incurred in the preparation of this RFP, during the RFP process including the costs of its preparation or the provision of additional material.

A-12 **Subcontractors** – The use of subcontractors must be clearly identified and explained in the proposal. The Respondent shall be wholly responsible for the performance of the contract in its entirety, whether or not subcontractors are used. Subcontractors shall be bound by the terms and conditions of this RFP. The Respondent shall indemnify and hold the SPP RSC harmless from any and all activities related to the services provided by the subcontractor(s) under this contract.

A-13 **Legal Compliance** – In submitting a proposal, the Respondent warrants that it is legally authorized to do business in the state of its principal place of business, is in compliance with all applicable laws and regulations, is not prohibited from doing business with the SPP RSC by law, order, regulation, or otherwise, and the person submitting the Proposal on behalf of the Respondent is authorized by the Respondent to bind it to the terms of the Proposal.

Attachment B: Respondent Information

- A. Respondent's Company Name _____
- B. Respondent's Mailing Address _____

- C. Respondent's Physical Address (if different from above) _____

- D. **Primary** Contact Name _____
- E. Telephone Number _____
- F. Alternate Telephone Number _____
- G. Fax Number _____
- H. E-mail Address _____
- I. **Alternate** Contact Name _____
- J. Telephone Number _____
- K. Alternate Telephone Number _____
- L. Fax Number _____
- M. E-mail Address _____
- N. RFP Number _____
- O. Dun & Bradstreet Number _____
- P. Tax Identification Number _____
- Q. Provide a current certificate of insurance _____
- R. Recent or pending mergers, acquisitions or IPO's _____

Attachment C: Bid Clarifications and/or Exceptions

Respondent offers the following clarifications and/or exceptions taken to any requirement or provision of this RFP and any proposed modifications or replacement language for each clarification or exception (If none, so state):

Respondent understands that unless itemized above, no other clarifications or exceptions to this Request for Proposal are taken by the SPP RSC.

Attachment D: Pricing Summaries

Please provide a summary of your pricing proposal for all services related to the execution of this project. Pricing shall be submitted on a lump-sum basis for each of the following contract length periods, including all costs to the SPP RSC: