

ARIZONA CORPORATION COMMISSION

UTILITIES DIVISION

REQUEST FOR PROPOSAL

IN THE MATTER OF ARIZONA CORPORATION COMMISSION
BIENNIAL TRANSMISSION ASSESSMENT FOR 2014-2023
DOCKET NO. E-00000D-13-0002

PROPOSALS TO BE CONSIDERED MUST BE RECEIVED
ON OR BEFORE
January 30, 2014

ISSUE DATE: December 17, 2013

1. INTRODUCTION

You are invited to submit a proposal in accordance with the specifications contained in this Request for Proposal (“RFP”). Proposals must address all work elements in Section 3 of the RFP. Offerors must submit an original and six (6) copies of their proposals on or before 3:00 p.m. MST January 30, 2014.

2. BACKGROUND

Every person contemplating construction of any transmission line within Arizona during any ten-year period is required by A.R.S. §40-360.02 to file a ten-year plan with the Arizona Corporation Commission (“ACC” or “Commission”) on or before January 31 of each year.¹ Each Utility Distribution Company also has an “obligation to assure that adequate transmission import capability is available to meet the load requirements of all distribution customers” in its service area.²

In 1999, the Arizona state legislature modified A.R.S. §40-360.02 and placed additional responsibilities with the Commission. The ACC now has a statutory obligation³ to biennially review the plans filed with the Commission and “issue a written decision regarding the adequacy of the existing and planned transmission facilities in” Arizona “to meet the present and future energy needs of the state in a reliable manner.” The Arizona legislature further modified the Arizona Power Plant and Transmission Line Siting statutes in 2001 resulting in two new statutory requirements related to filing of plans with the Commission. Every person contemplating construction of a new power plant within Arizona is now required to file “a plan with the Commission ninety days before filing for an application for a certificate of environmental compatibility.”⁴ Secondly, all plans filed with the Commission are to be accompanied by “a power flow and stability analysis report showing the effect on the current Arizona electric transmission system.”⁵

The Utilities Division Staff (“Staff”), of the Commission conducted its Seventh Biennial Transmission Assessment (“BTA”) in 2012. Staff investigated the ability of Arizona’s transmission system to adequately deliver energy to the state’s retail consumer markets as well as import energy from or export energy to the regional transmission grid with which it is

¹ A.R.S. §40-360.02.A

² A.A.C Rule R14-2-1609.B

³ A.R.S. §40-360.02.G

⁴ A.R.S. § 40-360.02.B

⁵ A.R.S. § 40-360.02.C.7

interconnected. Adequacy of existing Arizona transmission lines and planned additions between 2012 and 2021 was determined and documented in a Staff report adopted by the Commission via Decision No.73625. This report was filed under Docket No. E-00000D-11-0017 and can also be viewed on the Commission web-site at:

<http://www.azcc.gov/divisions/utilities/electric/biennial.asp>

Staff concluded in its Seventh Biennial Transmission Assessment that the electric industry in the State of Arizona had been very responsive to concerns raised in the Commission's previous BTAs. It further concluded that based on the regional studies performed on a collaborative basis, in general, the existing and planned Arizona transmission system meets the load serving requirements of the state in a reliable manner. For a complete set of Staff's conclusions and recommendations, reference should be made to the Seventh Biennial Transmission Assessment 2012-2021 report dated December 12, 2012, as noted above.

3. STATEMENT OF WORK

The Commission's Eighth Biennial Transmission Assessment is to commence as soon as possible. Commission Staff will manage the project and direct the selected Contractor's activity.

No economic or legal analysis regarding the planned development of Arizona's transmission system is envisioned. Furthermore, no technical study effort is required of the Contractor. However, the selected Contractor(s) will assume the lead role in reviewing and analyzing technical study reports of others. This requires the Contractor(s) to be knowledgeable of North American Electric Reliability Corporation ("NERC") and Western Electricity Coordinating Council ("WECC") transmission planning standards, and system modeling and study methods utilized within the electric industry to evaluate the performance of transmission systems under future load and generation conditions.

The selected Contractor will conduct two Commission workshops regarding this docket and is expected to provide an evaluation and documentation of all workshop material contributed by other parties. Documentation will be included in the work papers provided as a supplement to the Staff Report (see 3.1.5 below).

The Contractor is to develop its work plan, schedule and work products in a collaborative manner with Staff Engineers. The scope of this assessment is to be similar to that of the Commission's first seven Biennial Transmission Assessments. However, pursuant to Decision No. 73625 dated December 2012, the following changes are to be made to previous requirements:

- Efforts to upgrade reliability to a continuity of service definition for Cochise County and Santa Cruz County are to be suspended. However, the Cochise County Study Group

participants and UNS Electric are to continue to monitor the reliability in Cochise and Santa Cruz Counties, and propose any modifications that each deem to be appropriate in future ten-year plans.

- Suspend the requirement for performing Reliability Must Run (“RMR”) studies in every BTA and implement criteria for restarting such studies based on a biennial review of reliability factors as outlined in the Seventh BTA and in Decision 73625, (referenced above).
- The Renewable Energy Transmission Assessment requirements of the Fourth, Fifth and Sixth BTAs were completed in the Seventh BTA with no additional requirements directed by the Commission.

The Commission adopted Staff’s recommendations in the Seventh BTA. The Contractor will note those Staff recommendations and include confirmation of compliance with them in the work plan and establish what steps the electric industry has taken to address and resolve any issues raised by Staff in the previous biennial transmission assessments. The Contractor shall also include an assessment of the results of the following studies:

- “Extreme Contingency” outage study for Arizona’s major transmission corridors and substations, and the associated risks and consequences of such overlapping contingencies.
- Ten-Year Snapshot study results documenting the performance of Arizona’s statewide transmission system in 2023 for a comprehensive set of N-1 contingencies, in the absence of major planned transmission projects planned for the period 2014 - 2023 (N-1-1).
- RMR studies for Phoenix, Tucson, Yuma, Mohave County and Santa Cruz County, to the extent they are required based upon the criteria established in the Seventh BTA.

The assessment process should take approximately 75 to 120 days in duration from the date of awarding of a contract.

3.1 MAJOR WORK ELEMENTS.

The major work elements will include, but not be limited to, the following:

1. Review and analyze all technical studies and reports assembled through collaboration with Staff and applicable to the Arizona transmission system with dates succeeding the Commission’s Seventh BTA. This includes, but is not limited to:

- a. All applicable studies and reports performed by NERC, WECC, Peak Reliability, National Association Of Regulatory Utility Commissioners (“NARUC”), Western Governor’s Association (“WGA”), Committee on Regional Electric Power Coordination (“CREPC”), Western Interconnection Regional Advisory Body (“WIRAB”), Western Interconnection regional transmission planning organizations such as WestConnect, western state regulatory agencies, any electric industry workgroups, such as Southwest Area Transmission (“SWAT”), Arizona Transmission Planning Subcommittee (“SWAT AZ”), Eldorado Valley Work Group (“EVWG”), or local utilities, and
 - b. Reports filed as exhibits for new power plants and transmission projects approved for construction in Arizona by the Arizona Power Plant and Transmission Line Siting Committee and by the Commission, or reports accompanying a party’s 2013 and 2014 ten-year plans filed with the Commission by January 31, 2013 and 2014, respectively.
2. Provide a summary listing of all planned facilities proposed to be constructed in the 2014 – 2023 time period identified in transmission plans filed with the Commission since January 31, 2012, (See Exhibit 7 of the Seventh Biennial Transmission Assessment as an example.)
3. Develop electronic maps displaying the same planned facilities for inclusion in the Staff Report, a PowerPoint presentation, and Commission line siting web-site. These maps need not be of a computer-aided design (CAD) or geographic information system (GIS) variety. Electronic maps need to be of a file format compatible with and easily imported as graphics into PowerPoint and Word documents, and of reasonably sufficient size as to be easily legible. (See Exhibits 1- 6 of the Seventh Biennial Transmission Assessment as an example.)
4. Assess the status and implications for Arizona of FERC Order 1000 implementation in the Southwest.
5. Prepare and submit all Staff data requests of other parties.
6. Prepare and submit all data responses requested of Staff by other parties.
7. Organize and facilitate two Commission sponsored workshops relative to this BTA. The first workshop will afford the electric industry an opportunity to present and review recent study results, current transmission plans filed by Arizona transmission providers, developers and new power plant projects, and associated operational experiences. The second workshop will address industry comments on the draft Staff Report for this BTA.

The Contractor shall prepare workshop agendas and author notices and participant invitations for the workshops.

8. Submit a summary report to Staff of workshop findings and relevant findings from the inventory of technical studies and reports assembled in major work element 1.
9. Author the Staff Report and recommendations regarding the adequacy of Arizona's existing and planned transmission system to reliably meet the present and future energy needs of Arizona. In addition, the selected Contractor shall collaborate with Staff and follow Staff's directions regarding revisions in preparation of the final draft of these documents.
10. Recommend procedural improvements for future Commission Biennial Transmission Assessments.
11. Appear, testify, comment and participate as appropriate at meetings, hearings and Commission Open Meetings on behalf of Staff.
12. Provide technical support in the preparation of Staff involvement in meetings, hearings and Commission Open Meetings.

3.1 WORK PRODUCTS

As evidence of completion of the major work elements, the Contractor(s) must provide the following work products:

1. Five (5) hard copies and one (1) electronic copy of the draft Staff Report, draft Memorandum from the Director of Utilities Division to Docket Control, draft Recommended Opinion and Order and, Twenty (20) color copies and one (1) electronic copy of the final Staff Report, final Memorandum from the Director to Docket Control, and final proposed Recommended Opinion and Order.
2. Thirty (30) bound color copies and one (1) electronic copy of the Commission approved final Staff Report including a copy of the final Commission Decision.
3. One electronic file of all the maps depicting 2014-2023 planned transmission systems in the state of Arizona showing interconnecting lines to the adjoining states, and any excel spreadsheets used to create tables in the report.
4. Oral testimony or comment and technical support of Staff at meetings, hearings, and Commission Open Meetings for this docket.

5. One (1) complete set of workpapers, indexed in an orderly form, supporting the development of all findings of facts and recommendations by the Contractor(s) and summarizing the work plan, schedule, and procedures used in analyzing and evaluating all assembled evidentiary material. Workpapers will include computer discs, electronic files, printouts and any other medium by which data and narratives are obtained and retained.
6. One (1) hard copy and one (1) electronic copy of all data requests and one (1) hard copy of responses to data requests.

3.3 ESTIMATED COMPLETION DATES

The workshop dates and Commission Open Meeting dates have not yet been established. For planning purposes, the offeror should assume that a contract will be awarded by February 20, 2014. The assessment process is expected to be approximately 75 to 120 days in duration from the date of awarding the contract.

Preliminary drafts of all written work products must be submitted to Staff **at least** three (3) weeks prior to the due date for delivery of all work products in its final form.

The expected due dates for delivery of work products may change depending on dates established in any forthcoming Procedural Order(s) or Commission established meeting dates. Duration of the contract will run until this proceeding before the Commission has been completed.

3.4 PROGRESS REPORTS

Throughout all phases of work, the Contractor(s) will be required to submit, on a monthly basis, two (2) copies of a work status report to the Director of the Utilities Division, or the Director's designee, who will assess the report and notify the Contractor(s) of any significant problems and changes. The report should contain the following information:

1. Comparison of actual or planned progress in carrying out all the Contractor(s) tasks during the previous month.
2. Identification of actual or potential problems in completing the work with an assessment of their probable impacts and any recommended solutions to the problems.

3. Contractor(s) will provide to Staff minutes of all meetings and teleconferences with Staff or with other entities within a week of such meetings and teleconferences.

No invoices will be accepted unless these required progress reports and minutes of the meetings and teleconferences have been submitted.

4. CONTRACT MANAGEMENT

The Director of the Utilities Division, or the Director's designee, is responsible for the overall management of this project. Among other things, the Director, or the Director's designee, will be responsible for:

1. Overseeing the project operation as it relates to policy questions.
2. Determining any changes in emphasis or end product that may be desired.
3. Assessing the progress and problems of the project.
4. Reviewing status reports and approving Contractor's proposed plans for action.
5. Determining final compliance with terms of the contract.

5. INSTRUCTIONS FOR PREPARING PROPOSALS

5.1 GENERAL INSTRUCTIONS

Proposers should prepare a single proposal package containing two separate sections: a Technical Section and a Cost Section. An original and six (6) copies of the proposal are to be mailed or delivered to:

Steven M. Olea
Director of Utilities Division
Arizona Corporation Commission
1200 West Washington
Phoenix, Arizona 85007

The cover sheet for the proposal should indicate clearly the consulting firm's name and address; the coinciding RFP name, i.e., IN THE MATTER OF ARIZONA CORPORATION COMMISSION BIENNIAL TRANSMISSION ASSESSMENT FOR 2012-2021, DOCKET NO.

E-00000D-11-0017. To be considered for the award, all proposals must be received no later than 3:00 p.m., January 30, 2014.

Proposals should be prepared simply and economically, providing a straightforward, concise description of Contractor's capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content. Proposals will be opened publicly at 3:00 p.m. on January 30, 2014, in Room 206 of the Arizona Corporation Commission Offices, 1200 West Washington, Phoenix, Arizona 85007. Previously submitted offers may not be withdrawn after that time.

After contract award, the proposals shall be open for public inspection except to the extent that the withholding of information is permitted or required by law. Additionally, work performed under contract will become a matter of public record unless determined confidential.

Offerors may designate as proprietary certain portions of the proposals by so identifying those portions in writing at the time of submitting the proposal.

Contractors are required to retain all records relating to this contract for five years after the contract's completion.

5.2 TECHNICAL SECTION FORMAT

The Technical Section should be submitted as a separate part of the total response to this RFP. The proposal format should be the same as the format below and all information requested must be presented.

PART I. Business Organization. State the full name and address of your organization and, if applicable, the branch office or other subordinate element that will perform or assist in performing the work. For any subcontractors included in your proposal, indicate whether they operate as an individual, partnership or corporation; if a corporation, include the state in which they are incorporated. State whether they are licensed to operate in the state of Arizona.

PART II. Project Summary. Present your understanding of the project requirements, its goals and objectives, and a summary of the problems which must be addressed and solved to successfully fulfill the requirements. Include a brief narrative description of your proposed effort and of the products that will be delivered.

PART III. Work Plan. Describe your plan for accomplishing the work. Indicate the number of person-hours you have allocated to each task. Include a time-related display showing each task, event and decision point in your plan.

PART IV. Management Summary. Provide an overview explanation and chart showing project leadership and supervision, reporting responsibilities, and Contractor (and Subcontractor, if appropriate) and Staff interfaces. Identify individuals by name and title. Indicate the procedures you will use for scheduling and controlling the work to be performed. Indicate the person, or persons, responsible for each phase of the work, and indicate the person with ultimate responsibility for completion of the project.

PART V. Prior Experience. Provide a brief description of recent assignments, which would qualify your firm to undertake the proposed work. Include the project title and completion date related to each assignment. Also include the names of each assignment's project manager and other key participants. Provide a specific reference including name, title, and organization, address and telephone number for each assignment given.

PART VI. Personnel. Include the number of executive and professional personnel by skill and qualification. Show where these personnel will be stationed during the time they are engaged in the work. Show the inclusive periods, total number of hours, and percent of time that each individual will devote to this project. Identify each individual by name and title. Provide resumes of all executive or professional personnel. Indicate by name and title who prepared the proposal and how the individual will participate in the project. Specify personnel who will testify in the case and identify their previous experience in providing testimony.

PART VII. Relationships with Arizona Utilities. List all Arizona public utilities or public utility affiliates for which your firm or any members of your professional staff proposed for the project, has worked in a professional capacity during the past three years. For each firm listed, briefly describe the nature of the professional relationship and the impact of this relationship upon your firm's ability to serve the Commission in an independent capacity. Describe any other legal, professional, or financial relationships between Arizona public utilities and any key members.

PART VIII. Authorized Negotiators. Include the name, address and telephone numbers of person(s) in your organization authorized to negotiate the proposed contract.

5.3 COST SECTION FORMAT

The Cost Section should be submitted as a separate part of the total response to this RFP. The format should be the same as the format below and all information requested must be present.

The information requested in this section is required to support the reasonableness of your quotation. Your established method of costing may be used and described.

1. Labor Costs – Itemize so as to show the following for each category of personnel with a different rate per hour:
 - a. Category: e.g., Project Manager, Senior Analyst, etc.;
 - b. Project work station location
 - c. Estimated hours;
 - d. Rate per hour; and
 - e. Total cost for each category and for all direct labor proposed.
2. Cost of Supplies – Itemize these costs.
3. Other Direct Costs – Itemize these costs.
4. Transportation and Subsistence Costs – Show travel cost and per diem separately.
5. Total Price Bid Project – By separate explanation, segregate the labor costs between direct labor costs, indirect or overhead costs, and fixed fee or profit.

6. PROPOSAL EVALUATION CRITERIA

The contract will be awarded to the offeror whose proposal is determined to be most advantageous to the state based on the factors set forth in this Request for Proposal. In addition, the Commission reserves the right to award less than the entire work project described in Section 3 to any one Contractor and to direct the retention of a subcontractor or subcontractors approved by the Commission. Offerors who submit a proposal may be required to make an oral presentation of their proposals to the Commission Staff. These presentations may be conducted with responsible offerors who submit proposals that are reasonably susceptible to being selected for award for the purpose of clarification to assure full understanding of, and responsiveness to, the requirements of this RFP. In the course of these presentations, there shall be no disclosure of any information derived from proposals submitted by competing offerors.

6.1 EVALUATION FACTORS

The following is a list of the factors in descending order of relative importance that specifically will be considered in evaluating the proposals received:

6.1.1 Qualifications of the Firm and Personnel. The proposal will be reviewed with careful attention to the bidder's qualifications in the areas described in Section 3. Pertinence of project references and the firm's ability to serve the Commission in an independent capacity as a result of any relationships with Arizona utilities are consider important factors in the evaluation

of Contractors. The expertise of personnel who will testify and their prior experience providing testimony will also be considered. Relevancy of prior work experience and technical qualifications of personnel assigned designated tasks will be evaluated.

6.1.2 Demonstrated Understanding of the Project. A determination will be made of the bidder's clear understanding of the project. Specifically, points will be accrued for the bidder's demonstrated understanding of public utility regulatory issues on a national scope; understanding of the treatment of issues under the state of Arizona's regulatory law; reference to case-specific issues as identified by bidder and understanding of the impact of these issues upon the consumers of Arizona

6.1.3 Work Plan and Budget. An evaluation of the reasonableness of the proposed cost in light of the project scope will be made. Consideration will be given to the relationship of work requirements and hours budgeted to the work plan. In addition, the reasonableness of the time frame for undertaking tasks and completing the project will be evaluated.

6.1.4 Project Coordination and Management. The proposal will also be reviewed with regard to the proposed organization of the project, procedures for scheduling and controlling work and a demonstrated ability to work closely with Staff in developing work requirements and completing work tasks as described in Section 3 of the RFP.

6.1.5 Technical Requirements. An evaluation will be made of the soundness of the proposal as it relates to the technical details of the project in order to attain the requirements described in the RFP, including a proposed work plan and management plan. Attention will be given to all information requested per Section 5.2 including but not limited to: the distribution of person-hours by task for each contractor team member; the percentage of each team member's time devoted to this project; the chart highlighting relevant deadlines by task; and the clear identification of proposed witnesses and individuals assigned to participate in the hearing.

6.2 TERMS AND CONDITIONS OF THE AWARD

The Contract referred to in this and subsequent sections are the contract or agreement between the State and the successful bidder. The Commission contemplates that a not to exceed price reimbursement type contract will be awarded. Reimbursement will be made for authorized travel and subsistence expenses only upon submission and approval of receipts and required back-up information as indicated in this RFP and in the procedures set forth by the Business Office of the Commission.

Payments will be made upon submission of an approved original invoice and two (2) legible copies. Each invoice will clearly show: the Contractor's name and address; amount of the bill; the Commission contract billing number and date; the hours and rates per individual designating dates, time and hours worked, and distinguishing charged hours from non-charged

hours; and the percentage of work completed. Invoices which carry requests for reimbursement of travel and subsistence must be exact and must be accompanied by all required backup information with one (1) copy of appropriate legible receipts for each reimbursement. All invoices will be reviewed and must be approved by the State prior to payment.

Payments for invoices covering work on contract deliverables may be withheld pending delivery and acceptance of such deliverable items. The Commission reserves the right to withhold a percentage not greater than 15 percent of each payment until all the work defined in the contract is completed to the satisfaction of the Commission. No invoices will be accepted unless the required detailed progress reports have been submitted.

6.3 REGULATIONS FOR THE REIMBURSEMENT OF EXPENSES

In order for reimbursement to occur, regulations must be adhered to, in detail, as described in this RFP and as set forth by the Business Office of the Commission.

6.3.1 General Regulations. All receipts must be legible and accurate to the penny in order for reimbursement to occur. If an invoice is returned for a correction, all copies must be revised and resubmitted. Invoices must be submitted on a timely basis. The Commission should not receive requests for reimbursement several months after the expenses were accrued.

6.3.2 Prohibitions. Bankcards without receipts, travel agency receipts and/or invoices are **not** acceptable. No reimbursement shall be made for lodging or meals within the county of the state agent's headquarters, or within thirty (30) miles of the state agent's residence.

6.3.3 Expense Reimbursement. Expenses should be recorded daily as they occur, with identification numbers assigned to each expense charge and corresponding receipt. All receipts must be dated. Receipts should be attached in order of appearance and assigned reference numbers to each receipt for easy identification. Please include adding machine tapes along with expense invoices to clarify totals charged.

6.3.4 Transportation Expense, Airfare. The State will only reimburse for Coach Passenger fare. If you are forced to travel First Class in order to meet a Staff or Commission imposed emergency deadline, you must first receive the approval of the Utilities Director or an Assistant Director in order to receive payment. The actual airplane ticket (or a copy) must be attached. The Commission will not accept travel agency invoices or credit card receipts as proof for payment. Travel times must be clearly indicated.

Mileage. Indicate origin, destination, any intermediate destination including corresponding mileage, as well as the purpose of the trip, and record the mileage in the appropriate space provided. This is the only expense for which reimbursement can occur without a receipt. Always record travel times. Mileage charge must be at precisely the current

rate per mile, which will be designated in the contract; and will be based upon the most direct road routes available, from the departure point to the point of destination.

Names of all employees traveling in the automobile must be clearly stated.

Taxi Fare and Limousine Service. Indicate origin and destination of trip and attach receipt from taxicab driver.

Parking. Record in the appropriate blank on the standardized expenses report form and attach receipt.

Car Rental. You must include a legible receipt and explain the necessity for this expense.

Miscellaneous. Legible receipts must be submitted for any miscellaneous travel expenses such as tolls, bus rides, etc.

6.3.5 Meals and Lodging. You will need to identify individuals included in each receipt and record dollar amount for each daily meal charged. Include meals eaten at your place of lodging in this section, even though the amount appears as part of the hotel receipt. Legible receipts must be included for any meal, and do remember that the State of Arizona's reimbursement cannot include charges for entertainment or alcoholic beverages. As previously stated, the Commission cannot reimburse for expenses documented only by a credit card receipt.

If you accrue lodging expenses in any cities other than Phoenix, Arizona or neighboring communities, explain the purpose of the trip to that city. Attach a copy of the actual hotel bill to the invoice. The Commission will not reimburse for hotel accommodations documented by a credit card receipt.

6.3.6 Telephone Charges. The simplest method of documenting telephone charges is to attach a copy of your monthly bill from the telephone company and highlight those calls for which you wish to be reimbursed. Identify parties called for all telephone numbers. Include in this reporting procedure, telephone calls which originated from your place of lodging, even though the amount appears as part of the hotel receipt.

6.3.7 General Expenses, Shipping. Itemize and attach appropriate receipts. Duplicating. Indicate number of pages and rate per page (e.g., 1,000 copies @ 10 cents/page = \$100) on expense reporting form. Charge must not exceed 10 cents per copy. Identify the substance in the appropriate blank of the standardized expense reporting form (testimony, draft testimony, other, etc.)

Materials and Supplies. If the materials and supplies originate from your own stock and no receipt is available, you must state this on the Commission form and identify those materials

and supplies for which you wish to be reimbursed. If a receipt is available, it should be attached to the invoice.

Computer Time. Attach all invoices from external computer firms, or if the computer belongs to your firm, include whatever back-up information you may have to document the use of the computer and indicate the reason for its use.

6.4 GENERAL CONDITIONS

6.4.1 Cancellation of Contract. If, through any cause, the Contractor shall fail to fulfill, in a timely or efficient manner, his/her obligations under this Contract, the Commission shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereon. In the event of termination, all properties, finished or unfinished documents, data, studies, and reports purchased or prepared by the Contractor under this Contract shall, at the option of the Commission, become the property of the Commission and the Contractor shall be entitled to compensation for any unreimbursed expenses necessarily incurred in satisfactory performance of the Contract. Notwithstanding the above, the Contractor shall not be relieved of liability to the Commission by virtue of any breach of the Contract by the Contractor, and the Commission may withhold any reimbursement to the Contractor for the purpose of the set off, until such time as the exact amount of damages due the Commission from the Contractor is agreed upon or otherwise determined.

6.4.2 Changes. The Commission may, from time-to-time, require changes in the services of the Contractor to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation which are mutually agreed upon by the Commission and the Contractor, must be incorporated in written amendments to this Contract.

6.4.3 Conflict of Interest. No officer, employee, or member of the Contractor's governing body, and no other public official of the governing body of the locality, or localities in which the project is situated or being carried out, who exercises any functions or responsibilities in the review and approval of the undertaking or carrying out of this project, shall participate in any decision relating to this Contract which affects the Contractor's personal interest, or have any personal or pecuniary interest, direct or indirect, in this Contract or the proceeds thereof.

Contractor agrees that he/she presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. The Contractor further covenants that, in the performance of this Contract, Contractor shall not employ any person having any such interest.

The Commission reserves the right to establish the specific conflict of interest requirements which will govern any contract resulting from this RFP.

6.4.4 Copyright Prohibited. No reports, maps, any other documents or materials produced in whole (or in part) under, or as a result of, this Contract shall be the subject of an application for copyright by or on behalf of the Contractor.

6.4.5 Contractor Conditions. Contractor shall make prompt payment, as due, to all persons supplying to said Contractor labor or material for the performance of the work provided for in this agreement. Contractor shall pay all contributions, or amounts, due the Industrial Accident Fund from such Contractor and/or Subcontractor incurred in the performance of the Contract. Contract shall not permit any lien, or claim, to be filed or prosecuted against the State on account of any labor or material furnished. The Contractor is required to hold and maintain all licenses and permits required for the operation of the business conducted by the Contractor as applicable to the contract.

6.4.6 Payment of Claims. If the Contractor fails, neglects, or refuses to make prompt payment of any claim for labor services furnished to the contractor or a subcontractor by any person in connection with this agreement as such claim becomes due, the proper officer(s) representing the Commission, or State of Arizona, may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due, or to become due, the Contractor by reason of agreement.

The payment of a claim in the manner authorized in this section does not relieve the Contractor of his/her surety from his/her or its obligation with respect to unpaid claims.

6.4.7 Contract Terms. When a contract is awarded, the RFP will be incorporated into the contract, and the contract will include the following provisions:

First the laws of the State of Arizona shall govern the construction and interpretation of this Agreement.

Second, all parties are hereby put on notice that this Agreement is subject to cancellation.

Third, Contractor and Commission recognize that, in actual economic practice, overcharges resulting from anti-trust violations are, in fact, borne by the Purchaser. Therefore, Contractor hereby assigns to Commission any and all claims for such overcharges.

Fourth, each payment obligation of the Commission created hereby is conditioned upon the availability of State or Federal funds which are appropriated, or allocated, for the payment of such obligation. If funds are not allocated and available for the continuance of the function performed by any equipment, material or service, the contract period for any machine, material or service directly, or indirectly, involved in the performance of that function, may be terminated by the Commission at the end of the period for which the funds are available. The Commission shall notify the Contractor at the earliest possible time which machine, material or service will,

or may be, affected by a shortage of funds. No penalty shall accrue to the Commission in the event this provision is exercised, and the Commission shall not be obligated or liable for any future payments due or for any damages as a result of termination under this Section. This provision shall not be construed so as to permit the Commission to terminate this Agreement of any machine, material or service listed on any schedule hereinunder in order to acquire similar equipment or service from another Contractor.

Fifth, the Commission explicitly reserves the right to terminate the contract resulting from this RFP upon five (5) days notice to the Contractor in the event a determination is made that the investigation contemplated in this proceeding is no longer necessary.

Sixth, no right or interest in the contract may be assigned without the written permission of the Director of Utilities Division or the Director's designee.

Finally, the parties agree to resolve disputes arising out of this Agreement pursuant to Arizona law.

6.4.8 Indemnification and Insurance. Contractor agrees to defend, indemnify and save harmless the Arizona Corporation Commission and its divisions and all officers, agents and employees thereof (hereinafter "indemnities"), each severally and separately, against all liabilities, demands, claims, damages, losses, costs and expense of whatsoever kind or nature including, without limitation, any and all direct and indirect costs of defense made against, incurred or suffered by any such indemnities as a direct or indirect consequence of injury, sickness or disease including death to persons, injury to or destruction of property including without limitation the loss of use of property or any other cause of action whatsoever arising out of, or resulting from, or which would have not occurred or existed but for this Contract.

Contractor, performing as an independent Consultant hereunder, shall be fully responsible for all tax obligations, Workmen's Compensation insurance, and all other applicable insurance coverage, for itself and its employees, and the Commission shall have no responsibility or liability for any such taxes or insurance coverage.

Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the

Contractor, its agents, representatives, employees or subcontractors, and Contractor is free to purchase additional insurance.

MINIMUM SCOPE AND LIMITS OF INSURANCE: Contractor shall provide coverage with limits of liability not less than those stated below.

1. Commercial General Liability – Occurrence Form

Policy shall include bodily injury, property damage, personal injury and broad form contractual liability coverage.

- General Aggregate
\$2,000,000
 - Products – Completed Operations Aggregate
\$1,000,000
 - Personal and Advertising Injury
\$1,000,000
 - Blanket Contractual Liability – Written and Oral
\$1,000,000
 - Fire Legal Liability
\$50,000
 - Each Occurrence
\$1,000,000
- a. The policy shall be endorsed to include the following additional insured language:
“The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor”.
- b. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

2. Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL) \$1,000,000

- a. The policy shall be endorsed to include the following additional insured language:
“The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities

performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor".

3. Worker's Compensation and Employers' Liability

Workers' Compensation

Statutory

Employers' Liability

Each Accident

\$ 500,000

Disease – Each Employee

\$ 500,000

Disease – Policy Limit

\$1,000,000

- a. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- b. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor / Independent Contractor) form.

4. Professional Liability (Errors and Omissions Liability)

Each Claim

\$1,000,000

Annual Aggregate

\$2,000,000

- a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.
- b. The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work of this contract.

B. ADDITIONAL INSURANCE REQUIREMENTS: The policies shall include, or be endorsed to include, the following provisions:

1. The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees wherever additional insured status is

required such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.

2. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the State of Arizona. Such notice shall be sent directly to **(State of Arizona Department Representative's Name & Address)** and shall be sent by certified mail, return receipt requested.

D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with duly licensed or approved non-admitted insurers in the state of Arizona with an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Contract shall be sent directly to **(Arizona Corporation Commission, c/o Kimberly Battista, Interim Administration Division Director, 1200 W. Washington Street, Phoenix, AZ 85007)**. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT SECTION.**

- F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as insureds under its policies **or** Contractor shall furnish to the State of Arizona separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.
- G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the Department of Administration, Risk Management Section, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.
- H. **EXCEPTIONS:** In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

6.5 FILING OF A PROTEST

Any interested party may protest the award of a contract pursuant to the RFP. The protest shall include the following information:

1. The name, address, and telephone number of the protestor;
2. The signature of the protestor or its representative;
3. A detailed statement of the legal and factual grounds for the protest including copies of relevant documents; and
4. The form of relief requested