

REQUEST FOR PROPOSAL
RETAIL ELECTRIC SERVICE PROVIDER
RFP # 2020-10-A



CITY OF ALPINE
100 N. 13TH STREET
ALPINE, TX 79830
432-837-3301
www.cityofalpine.com

INVITATION TO BID

The City of Alpine is soliciting a Request for Proposal in order to evaluate pricing, recommendations, and qualifications for retail electric services. One (1) original and Two (2) copies of the proposal must be submitted by **5:00 pm on Friday, November 6, 2020**. The proposals, marked "original" and "copy", must be submitted in a sealed envelope with the following information marked plainly on the front:

City of Alpine
Attention: Cynthia Salas
RFP 2020-10-A
100 N. 13th Street
Alpine, TX 79830

RETAIL ELECTRIC SERVICE PROVIDER

No oral explanation with regard to the meaning of the specifications will be made and no oral instructions will be given after the pre-proposal conference and before the award of the contract. Requests from interested vendors for additional information or interpretation of the information included in the specifications should be directed in writing to:

City of Alpine
Attention: Cynthia Salas
RFP 2020-10-A
100 N. 13th Street
Alpine, TX 79830

The deadline for receipt of written questions shall be **5:00 pm, on Friday, October 30, 2020**.

A written response will be distributed to all registered vendors.

The City of Alpine reserves the right to reject in part or in whole all proposals submitted, and to waive any technicalities for the best interest of the City of Alpine.

OVERVIEW

The City of Alpine is seeking proposals from qualified Retail Electric Providers (REPs), for electric service to meet the electricity requirements of all of its accounts. The service shall begin on the first meter reading on or after December 1, 2020.

The City of Alpine has approximately 120 Electric Service Identifiers Identification (ESI IDs) on the American Electric Power (AEP) delivery system.

The provision of a safe, reliable and high – quality electricity supply is essential to the City of Alpine.

The City of Alpine seeks an REP that is prepared to provide a reliable supply of electricity, associated services and a high level of customer service. The pricing options submitted by REPs to this Request for Proposal (RFP) for these services must be competitively priced and offer ongoing value to the City of Alpine.

POWER SUPPLY

The REP is expected to supply the included ESI ID's firm, total electricity power supply requirements. The successful REP will have full responsibility for meeting any and all load following requirements and for supplying all line losses and providing all necessary Electric Reliability Council of Texas (ERCOT) ancillary services. All of the aforementioned responsibilities/ services must be included in the pricing proposal.

In the event REP fails to properly schedule all of the City of San Benito electricity requirements with ERCOT, the REP shall be responsible for the full replacement cost of power to serve the City of Alpine loads.

**IT IS THE INTENT OF THE CITY OF APLINE TO HIRE
A RETAIL ELECTRIC PROVIDER**

The undersigned, in submitting this RFP, represents that he/she is an equal opportunity employer, and will not discriminate with regard to race, religion, color, national origin, age, or sex in the performance of this contract.

The undersigned hereby proposes to furnish the items bid on, F.O.B. Alpine, Texas, at the unit prices quoted therein after notice of RFP award.

COMPANY NAME: _____

TELEPHONE NUMBER: _____

FAX NUMBER: _____

ADDRESS: _____

SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____

DATE: _____

**OFFICIAL SIGNATURE PAGE
(MUST BE SIGNED OR RFP MAY BE REJECTED)**

INSTRUCTIONS TO PROPOSERS

1. The RFP award shall be based on, but not necessarily limited to, the following:
 - a. Total Price
 - b. Special needs and requirements of the City
 - c. Results of reference checks
 - d. Proposer's past performance record with the City, if applicable
 - e. City's evaluation of the Proposer's ability to perform
2. The City of Alpine may make such investigations as it deems necessary to determine the ability of the proposer to provide satisfactory performance in accordance with specifications, and the proposers shall furnish to the City all such information and data for this purpose as the City may request.
3. **Proposers are to bid on all items as specified. RFP's will be awarded to one proposer based on the best value for the City of Alpine.**
4. **The contract period will begin the first meter reading on or after December 1, 2020.**
5. The contract may be canceled by either party upon sixty (60) days written notification. The City reserves the right to cancel the contract immediately if the City determines in its sole discretion that the successful proposer is not fulfilling the assigned responsibilities under the agreement and work would be awarded to the next qualifying proposer.
6. The City of Alpine is interested in receiving fixed price proposals for one, two, three, four, and five-year terms. All pricing should be based on the historical usage data as provided by AEP.

The fixed price proposal should include energy only prices for all generation services and ERCOT/Ancillary Service Charges that include capacity, energy, congestion, Unaccounted For Energy (UFE), losses, ERCOT Administration Fees, all required ancillary services, renewable energy credits, balancing energy, Qualified Scheduling Entities (QSE) Fees, and other ERCOT assessments.

The "Pass Through" charges consist of the following: Transportation Distribution Service Provider (TDSP) charges, TSDP discretionary fees, state gross receipts tax, and Public Utility Commission of Texas (PUCT) assessment fees. The City of alpine is exempt from state and local sales use taxes. All pass-through charges shall be at cost with no mark up.

Pricing should anticipate net thirty (30) days payment terms. However, if you firm offers any form of early pay discounts, or pre-pay discounts, please indicate those options in your proposal.

7. **Addition and Deletion of Accounts.** The contract should provide for the ability of the City of Alpine to add or delete accounts. Please also state if there is an add/delete tolerance that would not create any price impact or risk premium.

8. The City of Alpine request that consolidated departmental ESI ID bills will be mailed to the Finance Department of the City of Alpine and monthly billing data (usage) be included in Excel format delivered electronically by email to the Accounts Payable Department of the City of Alpine when the monthly bill is delivered

Qualifications and Proposal

Each proposal should also include all of the following information:

- A. Proposers are to provide three references where similar services are presently being performed by their firm through contract and have been provided for a minimum of the last twelve (12) months, preferably references in the Brewster County area and at least one Public Entity.

1. Name of Company: _____

Address of Company: _____

Contact Person: _____

E-mail: _____

Telephone Number: (____) _____

2. Name of Company: _____

Address of Company: _____

Contact Person: _____

E-mail: _____

Telephone Number: (____) _____

3. Name of Company: _____

Address of Company: _____

Contact Person: _____

E-mail: _____

Telephone Number: (____) _____

- B. A short description of the REPs corporate (or other) entity that will be supplying electric power. Include a list of Texas Offices and the contact information (including email address) for the REP's primary representative.

- C.** State how you plan to ensure that all the City of Alpine ESI ID's will be timely switched on the first meter reading date in December 2020. What assurances and financial guarantees will you provide in the event that any of the City of Alpine ESI ID's incur charges from their existing supplier, are dropped wither to be affiliated REP, or the Provider of Last Resort (POLR) that will keep the City of Alpine financially whole?

- D.** Provide a sample of your firm's proposed invoice under your billing system. The City of Alpine prefers to receive a departmental consolidated monthly invoice. Invoices should be delivered in one envelope. The City of Alpine also requests that monthly billing data be delivered electronically on an Excel spreadsheet that corresponds to the departments ESI ID's.

- E.** Respondent must be a Registered Retail Electric Provider by the Public Utility Commission of Texas or have legislative authority to sell Electricity in Texas. Provide your Certification number, if applicable, in your response.

GENERAL CONDITIONS

In submitting this proposal, the Bidder understands and agrees to be bound by the following terms and conditions. These terms and conditions shall become a part of the purchase order or contract and will consist of the invitation to bid, specifications, the responsive bid and the contract with attachments, together with any additional documents identified in the contract and any written change orders approved and signed by a city official with authority to do so. All shall have equal weight and be deemed a part of the entire contract. If there is a conflict between contract documents, the provision more favorable to the City shall prevail.

BID TIME

It shall be the responsibility of each Bidder to ensure his/her proposal is turned in to the City of Alpine on or before **5:00 pm on Friday, November 6, 2020**. The official time shall be determined by the clock located in the City of Alpine lobby. Proposals received after the time stated above will be considered ineligible and returned unopened. All attached proposal documents are to be returned completely filled out, totaled and signed. **Envelopes containing proposals must be sealed.**

WITHDRAWING BIDS/PROPOSALS/QUOTES

Proposals may be withdrawn at any time prior to the official opening; request for no consideration of proposals must be made in writing to the Finance Director and received prior to the time set for opening proposals. The bidder warrants and guarantees that his/her proposal has been carefully reviewed and checked and that it is in all things true and accurate and free of mistakes. Bidder agrees that a proposal price may not be withdrawn or canceled by the bidder for a period of ninety (90) days following the date designated for the receipt of proposals.

IRREGULAR BIDS/PROPOSALS/QUOTES

Bids will be considered irregular if they show any omissions, alterations of form, additions, or conditions not called for, unauthorized alternate bids or irregularities of any kind. However, the City of Alpine reserves the right to waive any irregularities and to make the award in the best interest of the City.

REJECTION/DISQUALIFICATION

Bidders will be disqualified and/or their proposal rejected, among other reasons, for any of the specific reasons listed below:

- A) Proposal received after the time set for receiving proposals as stated in the advertisement;
- B) Reason for believing collusion exists among the Bidders;
- C) Proposal containing unbalanced value of any item; proposal offering used or reconditioned equipment;
- D) Where the bidder, sub-contractor or supplier is in litigation with the City of Alpine or where such litigation is contemplated or imminent;
- E) Uncompleted work which in the judgment of the City will prevent or hinder the prompt completion of additional work, or having defaulted on a previous contract;
- F) Lack of competency as revealed by reference checks, financial statement, experience and equipment, questionnaires, or qualification statement;

- G) Proposals containing special conditions, clauses, alterations, items not called for or irregularities of any kind, which in the Owner's opinion may disqualify the Bidder.

However, the City of Alpine reserves the right to waive any irregularities and to make the award in the best interest of the City.

AWARD OF BID

- A) The bid award will be made within thirty (30) days after the opening of bids.
- B) **BIDS WILL BE OPENED ON NOVEMBER 9, 2020 AT 9:00 AM.**
- C) No award will be made until after investigations are made as to the responsibilities of the best bidder. The City of Alpine reserves the right to award bids whole or in part when deemed to be in the best interest of the City. Information contained in submitted proposal documents shall not be available for inspection until after the award has been made by the City Council. Requests for this information must be submitted in writing.
- D) Proposals will be reviewed by Administration and shortlisted based upon evaluation
- E) Short listed REPs will be notified and updated information requested as needed
- F) Final, transactional offers will be requested the day of the City of Alpine City Council Meeting, November 17, 2020.
- G) Recommendation will be made by Administration to Council **on November 17, 2020 during the regular scheduled City Council Meeting.**
- H) Awarding and Execution of a contract will be made with Council approved REP.

ASSIGNMENT

The successful bidder may not assign his/her rights and duties under an award without the written consent of the Alpine City Manager. Such consent shall not relieve the assignor of liability in the event of default by his assignee.

SUBSTITUTIONS/EXCEPTIONS

Exceptions/variations from the specifications may be acceptable provided such variations, in each instance, is noted and fully explained in writing and submitted with proposal. NO substitutions or changes in the specifications shall be permitted after award of bid without prior written approval by the Finance Director.

WAIVER OF SUBROGATION

The contractor and his subcontractors shall require their insurance carrier, with respect to all policies, to waive all rights of subrogation against the City of Alpine, its council members, partners, officials, agents, and employees and against all other contractors and subcontractors.

DEBARMENT

By submitting a RFP, the proposer certifies that is not currently debarred from receiving contracts from any political subdivision or agency of the State of Texas and that it is not an agent of a person or entity that is currently debarred from receiving contracts from any political subdivision or agency of the State of Texas

BANKRUPTCY

If seller becomes bankrupt or insolvent, or if a petition in bankruptcy or insolvency is filed by or against Seller, or if a receiver, trustee or assignee for the benefit of creditors is appointed for Seller, the City shall have the right, at its sole discretion, to treat such occurrence as a breach thereof.

CONTRACT WITH PERSON INDEBTED TO MUNICIPALITY

A municipality by ordinance may establish regulations permitting the municipality to refuse to enter into a contract or other transaction with a person indebted to the municipality.

INDEPENDENT CONTRACT

The successful proposer who is awarded the contract shall be considered an independent contractor for all purposes. The City is interested in the end product of the contract and not details for how work is done.

SALES TAX

The City of Alpine is exempt from Federal Excise and State sales tax; therefore tax must not be added to bid.

GOVERNING LAW

This solicitation and any resulting contract(s) shall be construed in accordance with the laws of the State of Texas. Any action regarding a dispute arising from this agreement shall be brought in federal or state courts within the State of Texas and the parties consent to the exclusive personal jurisdiction of such courts in the event of a dispute.

PROHIBITION AGAINST PERSONAL FINANCIAL INTEREST IN CONTRACTS

No employee of the City of Alpine shall have a direct or indirect financial interest in any proposed or existing contract, purchase, work, sale or service to or by the City (CMA-074, Standards of Conduct, Section IV).

DISCLOSURE OF INTEREST

Pursuant to Chapter 176 of the Texas Local Government Code, a person, or agent of a person, who contracts or seeks to contract for the sale or purchase of property, goods, or services with the City of Alpine must file a completed conflict of interest questionnaire which is available online at www.ethics.state.tx.us. It can be downloaded here <http://www.ethics.state.tx.us/forms/CIQ.pdf>. The conflict of interest questionnaire must be filed with the Director of Finance of the City of Alpine no later than the seventh business day after the person or agent begins contract discussions or negotiations with the City of Alpine or submits to the City of Alpine an application, response to a request for proposal or bid, correspondence, or another writing related to a potential agreement with the City of Alpine. An updated conflict of interest questionnaire must be filed in accordance with

Chapter 176 of the Local Government Code. An offense under Chapter 176 is a Class C misdemeanor.

TERMINATION/NON PERFORMANCE

The contract may be canceled by either party upon thirty (30) days written notification. The City reserves the right to cancel the contract immediately if the City determines in its sole discretion that the successful proposer is not fulfilling the assigned responsibilities under the agreement and work would be awarded to the next qualifying proposer.

ATTORNEYS FEES

Neither party to this contract shall be entitled to attorney fees for any matter arising under this contract, whether for additional work, breach of contract, or other claim for goods, services, or compensation. All claims for attorney's fees are hereby WAIVED.

INDEMNITY

City shall not be liable or responsible for, and shall be saved and held harmless by Contractor from and against any and all suits, actions, losses, damages, claims, or liability of any character, type, or description, including claims for copyright and patent infringement, and including all expenses of litigation, court costs, and attorney's fees for injury or death to any person, or injury to any property, received or sustained by any person or persons or property, arising out of, or occasioned by, directly or indirectly, the performance of Contractor under this agreement, including claims and damages arising in part from the negligence of City, without; however, waiving any governmental immunity available to the CITY under Texas law and without waiving any defenses of the parties under Texas law. The provisions of this indemnification are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

It is the expressed intent of the parties to this Agreement that the indemnity provided for in this section is an indemnity extended by Contractor to indemnify and protect City from the consequences of City's own negligence, provided, however, that the indemnity provided for in this section shall apply only when the negligent act of City is a contributory cause of the resultant injury, death, or damage, and shall have no application when the negligent act of City is the sole cause of the resultant injury, death, or damage, unmixed with the legal fault of another person or entity. Contractor further agrees to defend, at its own expense, and on behalf of City and in the name of City, any claim or litigation brought in connection with any such injury, death, or damage.

The Contractor will secure and maintain Contractual Liability insurance to cover this indemnification agreement that will be primary and noncontributory as to any insurance maintained by the City for its own benefit, including self-insurance. Due care and diligence have been used in preparation of this information, and it is believed to be substantially correct. However, the responsibility for determining the full extent of the exposure and the verification of all information presented herein shall rest solely with the bidder. The City of Alpine and its representatives will not be responsible for any errors or omissions in these specifications, nor for the failure on the part of the proposer to determine the full extent of the exposures.

**USE THIS FORM ONLY
EXCEPTIONS/ALTERNATES TO PROPOSAL**

All exceptions to proposal must be defined in the space below including item number where applicable:

Proposer acknowledges that by submitting the proposal contained herein, proposer makes an offer which, if accepted within a reasonable period of time in whole or in part, by the City of Alpine, constitutes a valid and binding contract as to any and all items accepted in writing by the City of Alpine.

DATE: _____

SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____

COMPANY NAME: _____

COMPANY ADDRESS: _____

COMPANY TELEPHONE NUMBER: _____

ANY QUESTIONS concerning this proposal should be directed to: Megan Antrim, Director of Finance (432) 837-3301.

**CITY OF ALPINE
STATEMENT OF NO PROPOSAL**

**Retail Electric Provider Service
RFP # 2020-10-A**

If proposer is not bidding on the goods and/or services as stated in these specifications, please complete and return this form to: The City of Alpine, Attn: City Secretary, 100 North 13th, Alpine, Texas 79830.

Name of Company: _____

Address of Company: _____

City, State & Zip: _____

The above has declined to submit a PROPOSAL response for the following reason(s):
(Please check one or all that apply)

- Specification too "restrictive", ie., goods offered by our company do not meet stated specifications.
- Specifications unclear (please explain)
- We do not offer this commodity and/ or service or an equivalent.
- Insufficient time to respond to the PROPOSAL
- Our schedule would not permit us to perform.

Remarks:

FOR DISADVANTAGED BUSINESS ENTERPRISES ONLY

Disadvantaged Business Enterprises (DEB) are encouraged to participate in the City of Alpine RFP process. The City of Alpine will provide additional clarification of specifications, assistance with RFP Proposal Forms, and further explanation of proposal procedures to those DBEs who request it.

Representatives from DBE companies should identify themselves as such and submit a copy of the Certification.

The City recognizes the certifications of both the state of Texas Building and Procurement Commission HUB Program and the North Central Texas Regional Certification Agency. All companies seeking information concerning DBE certification are urged to contact:

State of Texas HUB Program
Texas Building & Procurement Commission
PO Box 13047
Austin, Texas 78711-3047
(512) 463 – 5872

OR

North Central Texas Regional
Certification Agency
616 Six Flags Drive, #416-LB24
Arlington, Texas 76011
(817) 640 – 0606

If your company is already certified, attach a copy of your certification to this form and return with RFP.

Name of Company: _____

Representative: _____

Address of Company: _____

City, State & Zip: _____

Telephone Number: _____ Fax No. _____

INDICATE ALL THAT APPLY:

- _____ **Minority-Owned Business Enterprise**
- _____ **Women-Owned Business Enterprise**
- _____ **Disadvantaged Business Enterprise**

THIS PAGE MUST BE COMPLETED OR RFP MAY BE REJECTED

ADVERTISEMENT SURVEY

RFP Number: 2020-10-A
Bid Title: Retail Electric Provider Service
Submittal Deadline: 5:00 pm on Friday, November 6, 2020
Submit to: Cynthia Salas
City Secretary
City of Alpine
100 N. 13th Street
Alpine, TX 79830

Bidder Information

Bidder's Legal Name: _____

Address: _____

City, State, & Zip: _____

Federal EIN: _____

Phone Number: _____ Fax Number: _____

Contact Name: _____ Email Address: _____

Authorization

I, _____ the undersigned, have the authority to execute this Bid in its entirety as submitted and enter into a contract on behalf of the bidder.

Printed Name: _____

Title: _____

Signature: _____

Signed this _____ (day) of _____ (month), _____ (year).

I learned of this request for bid by the following means:

- Newspaper Advertisement
- City Email Notification
- City of Alpine Website
- Mailed Me a Copy
- Other _____

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THIS PAGE MUST BE COMPLETED OR RFP MAY BE REJECTED