

# **CITY OF SAN ANGELO REQUEST FOR PROPOSALS**

**Electricity**

**RFP No: PUR-01-16**



**RFP SUBMITTAL DEADLINE**  
**May 11, 2016, 2:00 PM Local Time**

**City of San Angelo  
72 West College Avenue  
San Angelo, Texas 76903**

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*This Table of Contents is intended as an aid and not as a comprehensive listing of the solicitation package. Proposers are responsible for reading the entire package and complying with all specifications.*

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**CITY OF SAN ANGELO**  
PURCHASING DEPARTMENT  
72 West College Avenue, San Angelo, Texas 76903  
Tel: (325) 657-4220

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## GENERAL

City of San Angelo releases this Request for Proposals (RFP) seeking responses from retail electric providers (REPs) to provide all power supply requirements for City of San Angelo facilities and any load growth occurring during the term of the supply contract.

The City of San Angelo is a home rule city located in ERCOT's West zone. The City uses approximately 28,133,500 kWh of electricity annually. The City of San Angelo is currently under contract through December 31, 2017.

Responses to this RFP will be in two stages as outlined. Vendors will first be asked to respond to this proposal and provide their standard contract document for consideration. After receipt, the City will review the responses and contract submissions and ask clarifying questions of particular vendors, if necessary. After a thorough review of the proposal submissions, the City will request executable price bids from all vendors with a score of eight-five (85) points or higher. The City may act upon these price bids or defer action and request further price bids at a future date. All price bids must remain open until thirty (30) days after submission. The City will not disclose bid prices to other vendors while valid and vendors will not be allowed to revise their bid once submitted.

### 1. Document Availability

Documents, other than the Letter of Authorization and ESI ID's, are available and may be examined or obtained without charge in the Purchasing Department, Suite 330, City Hall, San Angelo, Texas or online at <http://www.cosatx.us> by following the links:

- o Departments & Services
- o Purchasing
- o Bid Information
- o PUR-01-16

A copy of the documents may be bought in the Purchasing Department for \$5.00 – no partial sets will be sold.

### 2. Letter of Authorization and ESI ID's

Please contact [SAPurch@cosatx.us](mailto:SAPurch@cosatx.us) to request a signed Letter of Authorization (LOA) and a list of active ESI ID's.

### 3. Project Timeframe

The City is currently under contract with the current provider through December 31, 2017. The new contract under this proposal will begin January 1, 2018. Pricing beginning January 1, 2018 will be requested for contract terms of 36, 48, and 60 months from the selected pre-approved vendors, with the option to renew at the same rate or lower.

### 4. Restrictions on Communication

Vendors shall not communicate with: 1) elected City officials and their staff regarding the RFP from the time the RFP has been released until the contract is posted as a City Council agenda item; and 2) City employees from the time the RFP has been released until the contract is awarded. These restrictions extend to "thank you" letters, phone calls, emails and any contact that results in the direct or indirect discussion of the RFP and/or response submitted by vendor. Violation of this provision by vendor and/or its agent will lead to disqualification.

Exceptions to the Restrictions on Communication with City employees include:

- a. Conversations with the current contract holder concerning operations
- b. Private (non-business) contacts with the City by the proposer's employees acting in their personal capacity
- c. Casual social contacts that do not include mention of this RFP
- d. Vendors may submit written questions concerning the meaning or intent of this RFP – questions shall be submitted to the Purchasing Department via email within seven (7) days of submittal due date. Questions received after the stated deadline will not be answered. All questions must be sent by email to:

Julia Antilley, Purchasing Manager  
Email: [sapurch@cosatx.us](mailto:sapurch@cosatx.us)

***Please ensure the RFP Number and Title is in the Subject Line.***



Vendors must submit their questions using the following format:

- Vendor's company name, requester, and appropriate contact information
  - Clearly state the question
  - Include specific reference to the applicable solicitation document section(s)
- e. Questions, if answered, will be posted in the form of an Addendum to the City's website at [www.cosatx.us](http://www.cosatx.us). Vendor is responsible for calling the City to determine if any addendums have been issued prior to their submittal. Oral interpretations or clarifications will be without legal effect. Only questions answered by formal written Addenda will be binding. It is the vendor's responsibility to ensure all addendums have been considered prior to submitting an offer.
- f. Vendors may provide responses to questions asked of them after submissions are received and opened. During interviews, if any, verbal questions and explanations will be permitted. If interviews are conducted, vendors shall not bring lobbyists. The City reserves the right to exclude any persons from interviews as it deems in its best interests.
- g. The City reserves the right to accept or reject any or all submissions, and to waive any informalities or irregularities in the RFP process. The City reserves the right to contact any vendor to negotiate if it is deemed desirable by the City. Such negotiations initiated by City staff persons shall not be considered a violation by vendor of this section.

## **5. Contract Award**

Upon completion of the evaluation process, vendors shall receive a notification letter indicating the recommendation and anticipated City Council agenda date. Contracts will be executed by City Manager after City Council authorization.

## **6. Disqualification**

Vendors may be disqualified for any of the following reasons:

- a. The vendor is involved in any litigation against the City of San Angelo
- b. The vendor is in arrears on any existing contract or has defaulted on a previous contract with the City
- c. The vendor is debarred, suspended, or otherwise excluded from or ineligible for participation in State or Federal assistance programs
- d. The vendor submitted a response with conditional clauses, alterations, or irregularities of any kind - if the proposal fails to conform to the essential requirements of the RFP, the City alone will determine whether the variance is acceptable

## **7. Confidentiality**

All responses submitted shall remain confidential until a vendor is selected. After selection of a vendor, submissions will be made available for public inspection. The City shall not be responsible for the confidentiality of any trade secrets or other information contained or disclosed in the submission unless clearly identified as such.

## **8. Proposed Terms of the Agreement**

The term of the Agreement will be negotiated with the selected vendor.

## **9. Acceptance of Content**

Before submitting a response, each vendor shall make all investigations and examinations necessary to ascertain all conditions and requirements affecting the performance of the contract and to verify any representations made by the City upon which their submission will rely. If the vendor receives an offer because of its submission, failure to have made such investigation and examinations will in no way relieve the vendor from its obligation to comply in every detail with all provisions and requirements.

## **10. Equal Employment Opportunity**

Attention of vendors to the requirement for ensuring that employees and applicants for employment are not discriminated against because of their race, color, religion, sex, national origin, age, or disability.

## **11. Modifications – Corrections, Deletions, or Additions**

No phone, fax, or email changes to submissions will be accepted. Corrections, deletions, or additions shall be submitted in writing and delivered in a sealed envelope prior to opening.



## **12. Submission by Corporation**

Submissions by corporations must be executed in the corporate name by the president or vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal shall be affixed and attested by the secretary or an assistant secretary. The state of incorporation shall be shown below the corporate name. Submissions by partnerships must be executed in the partnership name and signed by a partner; title and the official address of the partnership must be shown below the signature. Submissions by joint ventures shall be signed by each participant in the joint venture or by an authorized agent of each participant.

The names of all persons signing must also be legibly printed below the signature. A submission by a person who affixes to his signature the word "president", "secretary", "agent", or other designation without disclosing his principle may be held to be the submission of the individual signing. When requested by City, evidence of the authority of the person signing shall be furnished.

## **13. Withdrawal of Submission**

Submissions may be withdrawn by contacting the Purchasing Department and requesting withdrawal any time prior to opening of submissions. Notice must be in writing. Notices by email, fax, or phone will not be accepted.

## **14. Rejection of Submission**

The City reserves the right to reject any and all submissions or any part thereof and shall have the right to ask for new submissions for the whole or parts, should they desire to do so.

Submissions will be rejected if:

- a. The submission is not received by the Submission Opening Deadline.
- b. The submission is not executed by a person authorized to enter into a contract for the company or is unsigned.
- c. The vendor is debarred or suspended from working on federal or other government projects.

The City reserves the right to waive any or all informalities, and to reject nonconforming, non-responsive, or conditional submissions.

## **15. Examination of Documents**

Each vendor shall thoroughly examine and be familiar with this document, specifications, etc. The submission shall constitute an acknowledgment that the vendor has thoroughly examined and is familiar with the proposal documents. The failure or neglect of a vendor to receive or examine any of the documents shall in no way relieve them from any obligations with respect to the submission or to the resulting contract.

## **16. Subcontractors**

All submissions must include a list of proposed subcontractors and vendors on the form included in the submission form section. If services will be subcontracted, vendors are strongly encouraged to explore utilizing local area subcontractors.

## **17. Copies of Contract Documents**

The selected vendor to whom a contract is awarded will be furnished, without cost to him, five (5) copies of the specifications and five (5) sets of the drawings, together with all Addenda thereto. Additional copies of specifications and drawings may be obtained from the City for a fee.

## **18. No Collusion, Bribery, or Conflict of Interest**

By responding to this RFP, the vendor shall be deemed to have represented and warranted that its proposal submittal is not made in connection with any competing vendor submitting a separate response to this RFP, and is in all respects fair and without collusion or fraud. Furthermore, the vendor certifies that neither it, any of its affiliates or subcontractors nor any employees of any of the foregoing has bribed, or attempted to bribe, an officer or employee of the City in connection with this RFP.

## **19. Certificate of Interested Parties (Form 1295)**

In 2015, the Texas Legislature adopted [House Bill 1295](#), which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a



governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

**Filing Process:**

On January 1, 2016, the ethics commission made available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. **An authorized agent of the business entity must sign the printed copy of the form and have the form notarized.** The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

**20. Public Record**

Upon receipt by the City, each vendor submission becomes the property of the City and is considered a public record except for material that qualifies as "Trade Secret" information. Submissions will be reviewed by the City's evaluation committee, as well as other City staff and members of the general public who submit public record requests after a selection result has been announced to the public. To properly designate material as a trade secret under these circumstances, each vendor must take the following precautions: (a) any trade secrets submitted by the vendor should be submitted in a separate, sealed envelope marked "Trade Secret – Confidential and Proprietary Information – Do Not Disclose Except for the Purpose of Evaluating this Qualification package," and (b) the same trade secret/confidentiality designation should be stamped on each page of the trade secret materials contained in the envelope.

In providing a submission, each vendor agrees that the City may reveal any trade secret materials contained in such response to all City staff and City officials involved in the evaluation process and to any outside vendor or other third parties who serve on the evaluation committee or who are hired by the City to assist in the selection process. Furthermore, each vendor agrees to indemnify and hold harmless the City and each of its officers, employees and agents from all costs, damages and expenses incurred in connection with refusing to disclose any material that the vendor has designated as a trade secret. Any vendor that designates its entire submission as a trade secret may be disqualified from consideration.



**PROPOSAL SUBMISSION**

**1. Deadline**

RFP submittals must be received and time stamped by the City no later than **May 11, 2016, 2:00 PM, Local Time.** Those vendors selected to give price bids will be given a deadline in the forthcoming Request for Bid.

The clock located in Purchasing will be the official time. Responses received later than the specified date and time will not be accepted. Proposals will be opened in the basement conference room of City Hall.

**2. Copies**

Submit five (5) bound hard copies, one unbound original (binder clips and staples are okay), and one (1) copy in PDF format on USB flash drive of all documents.

**3. Sealed Envelope Addressing**

- Top Left Hand Corner: Business Name and Address
- Lower Right Hand Corner: "RFP NO. PUR-01-16/ Electricity"

**4. Delivery Instructions**

Place sealed envelope in a delivery container addressed to:

**USPS:**

RFP: PUR-01-16/ Electricity  
 Purchasing Department  
 City of San Angelo  
 72 West College Avenue  
 San Angelo, Texas 76903

**Delivery Services:**

RFP: PUR-01-16/ Electricity  
 Purchasing Department  
 City of San Angelo  
 72 West College Avenue, Suite 330  
 San Angelo, Texas 76903

*Please ensure the delivery envelope/container is marked, "RFP Enclosed".*

*It is the sole responsibility of the vendor to ensure that the sealed RFP submittal arrives at the above location by specified deadline regardless of method chosen by the vendor.*

**Faxed or electronically transmitted RFP submittals will not be accepted.**

**5. Points of Contact**

<p><b>Julia Antilley, Purchasing Manager</b>          City of San Angelo          72 West College Avenue, Suite 330          San Angelo, Texas 76903          sapurch@cosatx.us          (325) 657-4220</p>	<p><b>Tina Carriger, Finance Director</b>          City of San Angelo          72 West College Avenue          San Angelo, Texas 76903</p>
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## PROJECT BACKGROUND

The City of San Angelo is soliciting proposals to meet its electric power requirements for all facilities that are subject to competition. The City is currently under contract through December 31, 2017. The City is seeking a power supply agreement starting January 1, 2018. The successful vendor must be able to provide a reliable supply of electric power and associated services to enable the City to meet its continuous and instantaneous demands and be able to meet load growth. Currently the City has 646 meters (number will fluctuate between now and contract beginning date), billed on one monthly bill, broken out into 54 groups/departments for accounting purposes. The City anticipates adding new facilities within the contract term. The City is seeking 36, 48, and 60 month pricing with an option to renew at the same rate or lower.

Initial proposal responses should be provided in writing by the deadline specified in the RFP. ***The City will only solicit executable pricing bids from vendors scoring an eighty-five (85) or higher on their response to the RFP.***

## PROPOSAL FORMAT

Submit five (5) bound hard copies, one unbound original (binder clips and staples are okay), and one (1) copy in PDF format on USB flash drive of all documents.

Proposals are limited to a **maximum of twenty (20) numbered, printed pages**, excluding required forms, covers, sub-tabs and dividers. Proposals should be printed on 8-1/2" x 11" paper; however pages with organizational charts, matrices, or diagrams may be printed on larger sheets. Type size should be no smaller than ten (10) points for narrative sections, but may be reduced for captions, footnotes, etc., while maintaining legibility. Non-conforming submissions may be removed from consideration at the sole discretion of the City.

Forms must be completed in ink. All blank spaces shall be filled. Submissions received without all such items completed may be considered nonresponsive.

The vendor is not required to acknowledge receipt of Addenda but shall include all addenda in vendor's response. No alterations in submissions or alterations made to the printed forms, by erasures, interpolations, or otherwise will be acceptable unless each such alteration is signed or initialed by the vendor. Failure to consider all Addenda's prior to submitting a submission shall be at the risk of the vendor.

Proposals should be arranged in the following order:

- Cover Letter
- Submission Forms
- Company Information
- Special Qualifications Elements
- Additional Information

All submissions are to be in a sealed envelope indicating the business name in top left-hand corner and the proposal number in the lower left-hand corner

### 1. **Cover Letter (2 pages maximum)**

- a. Commitment to City. The cover letter shall be on the vendor's letterhead. The cover letter must contain a commitment to provide the services described in this RFP and in accordance with the terms of the Agreement and all applicable laws and regulations of the State of Texas and the City of San Angelo.

### 2. **Company Information (6 pages maximum – excluding financial statements)**

- a. Corporate Overview. Provide a concise overview of the company, including a brief narrative of the vendor's professional services as they relate to this RFP and a description of the company's history of performance and knowledge of electricity for municipalities in the ERCOT - West service region.
- b. Experience. Indicate how many years the company has been operating within the region, including, but not limited to, written and/or graphic evidence of not less than three (3) current or previous significant electricity supply projects similar in scope to the work described in this RFP. Indicate the volumes of retail electricity sold in the service region in kWh per year for the last three (3) years, and the number of accounts served over that period. Also, identify the three (3) largest commercial, government, or industrial customers – in terms of load and number of accounts - the company has served in the past three (3) years.



- c. Provide a narrative description of how the customer service systems and assets to be assigned to the City will provide higher than average levels of customer satisfaction. Additionally, the vendor should submit a statement indicating that it will maintain customer information as confidential in accordance with applicable state laws governing utility customer data.
- d. Financial Statements. Provide a copy of the vendor's most recent audited financial statements for the most recent fiscal year. Additionally, provide a copy of the most recent quarterly financial statement. The City reserves the right to accept or reject any financial documentation other than the financial statements requested in this section. Firms operating as subsidiaries to larger organizations should submit the parent organization's financial statements. In addition, firms operating as subsidiaries are required to provide a letter of acknowledgement from the parent company citing that the parent company supports the financial liabilities and obligations of the vendor.
- e. Key Personnel. Submit bios for key personnel who would be assigned to the City in the case that an Agreement is entered as a result of this RFP. Note the current number and size in terms of load of customers served by the personnel to be committed to the City so workload can be gauged.
- f. Legal Actions. Provide a listing and a brief description of all material legal actions, together with any fines and penalties, for the past five (5) years in which (i) vendor or any division, subsidiary or parent company of vendor, or (ii) any member, partner, etc., of vendor if vendor is a business entity other than a corporation, has been a:
  - 1) debtor in bankruptcy; or
  - 2) defendant in a legal action for deficient performance under a contract ; or
  - 3) defendant in a legal action for violation of a statute; or
  - 4) defendant in a legal action related to service reliability; or
  - 5) vendor in an administrative action for deficient performance under a contract; or
  - 6) vendor in an administrative action for violation of a statute; or
  - 7) vendor in an administrative action related to service reliability; or
  - 8) defendant in any criminal action; or
  - 9) named insured of an insurance policy for which the insurer has paid a claim related to deficient performance under a contract; or
  - 10) named insured of an insurance policy for which the insurer has paid a claim related to violation of a statute; or
  - 11) named insured of an insurance policy for which the insurer has paid a claim related to service reliability; or
  - 12) principal of a bond for which a surety has provided contract performance or compensation to an obligee of the bond due to deficient performance under a contract; or
  - 13) principal of a bond for which a surety has provided contract performance or compensation to an obligee of the bond due to violation of a statute; or
  - 14) principal of a bond for which a surety has provided contract performance or compensation to an obligee of the bond due to related to service reliability; or
  - 15) defendant or Vendor in a governmental inquiry or action regarding accuracy of preparation of financial statements or disclosure documents; or
  - 16) party to a settlement where electricity market manipulation on the part of the Vendor has been alleged.

**3. Special Qualifications Elements (5 pages maximum text and 5 pages images)**

- a. Billing Schedule. Submit an assessment of the vendor's internal data systems that facilitate customer billing. The submittal should report the maximum potential number of records the system can functionally process in a single day. The vendor must identify the highest number of accounts it has billed in a single day during the past three (3) years. Vendors should report the results of any recent system upgrades or capacity tests.
- b. Toll Free Call Center. Provide a description and proof of operation of the vendor's call center. The call center must be located in the United States. Trained representatives shall be available to respond to customer telephone inquiries Monday through Friday from 7:00 am CST to 6:00 pm CST. Outside of these hours, the access line may be answered by a service or an automated response system, including an answering machine. Inquiries received after required hours shall be responded to by a trained representative on the next business day. Under normal operating conditions, telephone answer times by a customer representative, including wait time, shall not exceed 30 seconds when the connection is made. If the call needs to be transferred, transfer time shall not exceed 30 seconds.
- c. Sample Website. Submit representative screenshots of the website the vendor will provide for the City. The sample should clearly depict the nature and level of detail of the information that will be readily available.
- d. Energy Efficiency, Distributed Generation, and Demand Response. Submit a range of options for additional energy efficiency, distributed generation, and demand response services, including options for solar installations at municipal buildings, and the anticipated price premium and impact of each option. This item will not be selected as part of this RFP, but may be considered for future add-on services.



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PURCHASING DEPARTMENT  
72 West College Avenue, San Angelo, Texas 76903  
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**4. Additional Information (2 pages maximum)**

- a. A vendor may submit additional information it desires to demonstrate its understanding of the proposed project or anything additional it considers pertinent to this RFP.



## EVALUATING SUBMITTALS

The City's process is as follows:

- a. The City will evaluate all proposals in relation to the published selection criteria.
- b. The selection committee may select the most qualified vendor(s) and invite them for an interview with the City (at the vendor's own expense). The City shall not incur any costs for vendor preparation and/or submittal of submission.
- c. Should an interview be requested, vendors should be prepared for up to 30 minutes of presentation and 30 minutes of questions and answers.
- d. The City reserves the right to revise the RFPs and request additional submissions from some or all of the original vendors.
- e. Top ranking vendors (85 points or higher) will be contacted to provide pricing bids. The City will select the vendor that provides the best price to the City.
- f. If the two parties are unable to reach a final agreement, the City will inform that vendor in writing that negotiations are ended.
- g. The City may then negotiate with the next ranked vendor. This continues in the order of the selection ranking until a contract is reached or all proposals are rejected.
- h. This RFP does not commit the City to pay for any direct and/or indirect costs incurred in the preparation and presentation of a response. All finalist(s) shall pay their own costs incurred in preparing for, traveling to and attending the interviews.

## REVIEW CRITERIA

Selection ratings will be based on **100-point scale**. Ratings shall be based on the following criteria:

- 1. Quality of Response** **20 Points**
  - a. Overall quality of response
- 2. Firm Qualifications and Experience** **40 Points**
  - a. Qualification as a certified Retail Electricity Provider
  - b. Prior experience with municipalities
  - c. Financial stability, as reflected by the long-term bond rating of the vendor or the vendor's parent company and various financial ratios
  - d. Absence of conflicts of interest
  - e. Absence of any legal actions pending against the vendor
  - f. Experience transitioning 600+ meters without delays
- 3. Firm Capabilities** **40 Points**
  - a. Capability to facilitate monthly billing for all meters
  - b. Ability to meet existing schedule and provide uninterrupted power at time of contract transition
  - c. Ability to provide timely, accurate and useful account information through websites and call centers
  - d. Ability to provide City with optional programs such as: solutions to increase energy efficiency, distributed generation, and demand response services
  - e. General supply experience and capability
  - f. Legislative advocacy

After selecting the top providers through this RFP, the City will request pricing information from pre-approved vendors.



**DRAFT PRICE SHEET --- TO BE COMPLETED ONLY BY RESPONDENTS APPROVED BY CITY FOR RFB**  
 This form is for your advanced information only and is subject to change prior to being released to selected vendors.

<i>Cost Element</i>	<i>Indicative Prices (\$/kWh) – 36 months</i>	<i>Indicative Prices (\$/kWh) – 48 months</i>	<i>Indicative Prices (\$/kWh) – 60 months</i>
<i>Energy Supply – peak and off-peak energy plus shaping premium, plus load following premiums</i>			
<i>Transmission Service Charge – charges to recover the costs of using transmission system, including costs for services necessary for reliable operation of transmission system</i>			
<i>Ancillary Services – additional services that are not included in transmission service charge</i>			
<i>Capacity – charges associated with meeting the capacity requirements for delivering energy</i>			
<i>Vendor Margin – fee charged by Vendor to facilitate program management, etc.</i>			
<i>Other – include any additional fees not mentioned above, the quoted kWh price quoted herein is the agreed upon price the City will enter a contract at</i>			
<i>Total:</i>	<i>\$</i>	<i>\$</i>	<i>\$</i>
	<i>per kWh</i>	<i>per kWh</i>	<i>per kWh</i>

*I hereby certify all above prices are good for 30 days and will be fixed the entire length of the contract.*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Date*



**CITY OF SAN ANGELO**  
PURCHASING DEPARTMENT  
72 West College Avenue, San Angelo, Texas 76903  
Tel: (325) 657-4220

**SUBMISSION FORMS**

1. Services Offered
2. Vendor Questionnaire and Authorized Signature
3. Addendum Acknowledgement
4. Vendor Contact Information (attach IRS Form W-9)
5. Conflict of Interest Questionnaire
6. Debarment and Suspension Certification
7. References
8. List of Proposed Subcontractors
9. Sample Contract



**SERVICES OFFERED**

Please mark each item depending on whether or not you can provide the following:

	YES	NO
Make all arrangements with existing provider to seamlessly transition 604 existing meters onto vendor's services		
Provide firm full requirements of electricity to City under a Fixed Price		
Ensure the City continues receiving a single monthly utility bill from AEP		
Ensure no fees or penalties for adding/deleting/re-configuring billing hierarchy		
Guarantee the Fixed Price will not fluctuate during the term of the contract		
Work with currently contracted Demand Response Program		
Provide local phone number or dedicated toll free number		
Provide indemnification for any costs or penalties arising from delivery of electricity		
Acknowledge owing the City a fiduciary duty in the performance of management and agency services provided for under the contract		
Agree to consult with City prior to executing any energy decisions		
Provide a range of financial management options to secure and minimize electricity costs		
Reimburse City for costs and assessments		
Information concerning the opportunities and advantages for energy efficiency and distributed generation		
Provide analytical tools to aid in establishing a more efficient use of electricity		
Provide the City web access to:		
Add/delete users		
Add/delete accounts		
Add/drop UAN/ESIID		
Edit hierarchy		
Provide web access to search by:		
ESIID		
Address		
Account number		
Invoice number		
UAN		
Meter number		
Provide web access to view:		
Usage history		
Billing history		
Payment history		
Historical electricity consumption and cost		
Provide web access to run reports of:		
Site information listing		
Billed usage by meter		
Invoice summary		
Invoice usage		
TDSP charge detail		
Payment listing		
Accounts receivable		
Aging		



**VENDOR QUESTIONNAIRE**

The vendor recognizes that in selecting a provider of the requested services, City will rely, in part, on the answers provided in response to this section.

**1. Company Profile**

- a. Type of Operation: Individual\_\_\_\_ Partnership\_\_\_\_ Corporation \_\_\_\_ Government\_\_\_\_
- b. Is your company currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity? If yes, provide details.
- c. Provide any details of all past or pending Notices of Violations at the Texas Public Utility Commission naming your company in the past three years.
- d. Provide a financial rating of your company (such as a Dun & Bradstreet analysis) and submit a copy of your most current audited financial statements.
- e. Does your company provide legal assistance to annually refute the PUC rate increases? If yes, provide details.

**2. Service Questionnaire**

- a. The City anticipates adding facilities within the contract term. Is there a Load Swing/Bandwidth restriction in the contract?

\_\_\_\_\_Yes                      \_\_\_\_\_No

If yes, please describe below with associated costs

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- b. Is there a restriction on the number of meter adds/deletes included in the contract?

\_\_\_\_\_Yes                      \_\_\_\_\_No

If yes, please describe below with any associated costs

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- c. Does the contract include any billing guarantees or customer protections in addition to those provided by the PUC Substantive Rules?

\_\_\_\_\_Yes                      \_\_\_\_\_No

If yes, please describe below with associated costs

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d. Which of the following features do you offer through a customer web portal?

- PDF's of invoices
- Ability to download invoice data into Excel
- Submit add and drop requests electronically
- Other (please describe below)
- Other (please describe below)
- Other (please describe below)

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**3. Customer Service / Billing**

a. Does invoicing occur during a consistent date range each month or on a rolling basis?

Consistent Basis       Rolling Basis

b. At the time of invoicing, is a missing meter read omitted from invoicing or billed based on an estimate to be trued up later?

Omitted from Invoice       Estimated

c. Can contracted meters be broken out into separate billing groups that can be invoiced separately?

Yes       No

If yes, can all groups be invoiced on the same day?

Yes       No

**4. Fee Information**

a. Please include any broker fees, aggregation fees, agent fees or other fees that are paid by REPs to other parties (these MUST be included in the energy rate quote given in the subsequent RFB submission from qualified vendors) and what these fees are for.

- Broker Fees (cents per kWh)
- Aggregation Fee (cents per kWh)
- Agent Fee (cents per kWh)
- Other Fee (cents per kWh) \_\_\_\_\_ explain
- Other Fee (cents per kWh) \_\_\_\_\_ explain
- Other Fee (cents per kWh) \_\_\_\_\_ explain

If any fees are present, please describe the purpose of these fees below and what services the City will receive for these services?



Are these fees fixed for the term of the contract?

\_\_\_\_\_ Yes                      \_\_\_\_\_ No

If no, please describe below

- b. Are there any additional fees for customer services, billing services, or other services provided or offered to City, including those services addressed above?

\_\_\_\_\_ Yes                      \_\_\_\_\_ No

If yes, please describe below

Are these fees fixed for the term of the contract?

\_\_\_\_\_ Yes                      \_\_\_\_\_ No

If no, please describe below

Company Name: \_\_\_\_\_

\_\_\_\_\_  
Signature of Authorized Representative

**Authorized Submitter's Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**REP Certification Number:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Email Address:** \_\_\_\_\_

**Phone Number:** \_\_\_\_\_



**CITY OF SAN ANGELO**  
PURCHASING DEPARTMENT  
72 West College Avenue, San Angelo, Texas 76903  
Tel: (325) 657-4220

**ADDENDUM ACKNOWLEDGEMENT**

Receipt is hereby acknowledged of the following addenda to the Contract documents.

Addendum No. 1 dated _____	Received _____
Addendum No. 2 dated _____	Received _____
Addendum No. 3 dated _____	Received _____
Addendum No. 4 dated _____	Received _____
Addendum No. 5 dated _____	Received _____
Addendum No. 6 dated _____	Received _____

Please Print

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State Zip Code

*Note: Agents must provide evidence of authority to bind corporation.*



**CITY OF SAN ANGELO**  
PURCHASING DEPARTMENT  
72 West College Avenue, San Angelo, Texas 76903  
Tel: (325) 657-4220

**VENDOR CONTACT INFORMATION**

**Please Print**

Legal Company Name:	
Contact Name:	
Mailing Address:	
City, State Zip Code:	
Accounts Receivable Address:	
City, State Zip Code:	
Tax ID:	
Payment Terms:	
Telephone:	FAX:
Email:	

***Attach IRS W-9 Form (with Tax Identification Number)***



**CITY OF SAN ANGELO**  
PURCHASING DEPARTMENT  
72 West College Avenue, San Angelo, Texas 76903  
Tel: (325) 657-4220

## NOTICE TO VENDORS

### DISCLOSURE OF CERTAIN RELATIONSHIPS

**Effective January 1, 2006**, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local governmental entity make certain disclosures concerning any affiliation or business relationship that might cause a conflict of interest with the local governmental entity. The provisions of Chapter 176 and the Form CIQ questionnaire that you must complete, if applicable, to comply with this new law, are available and explained in more detail at the Texas Ethics Commission website at [https://www.ethics.state.tx.us/filinginfo/conflict\\_forms.htm](https://www.ethics.state.tx.us/filinginfo/conflict_forms.htm).

A current list of City of San Angelo and City of San Angelo Development Corporation officers is available in the office of the City of San Angelo City Clerk, Room 201 of City Hall or on the City's website at <http://cosatx.us>. If you are considering doing business with the City of San Angelo or the City of San Angelo Development Corporation and have an affiliation or business relationship that requires you to submit a completed Form CIQ, it must be filed with the records administrator (City Clerk) of the City of San Angelo not later than the 7<sup>th</sup> business day after the date you become aware of facts that require the form to be filed. See Section 176.006, Texas Local Government Code. It is a Class C misdemeanor to violate this provision.

By Submitting a response to a City of San Angelo or City of San Angelo Development Corporation Request for Proposals, Request for Bids, or Request for Qualifications or by conducting business with either of those two entities, you are representing that you are in compliance with the requirements of Chapter 176 of the Texas Local Government Code.

A handwritten signature in blue ink, appearing to read "Julia Antilley".

Julia Antilley  
Purchasing Manager



**CITY OF SAN ANGELO**  
PURCHASING DEPARTMENT  
72 West College Avenue, San Angelo, Texas 76903  
Tel: (325) 657-4220

**LOCAL GOVERNMENT OFFICERS OF THE CITY OF SAN ANGELO**

**As defined by Chapter 176 of the Texas Local Government Code  
(Revised August 2015)**

For purposes of completion of the required Conflict of Interest Questionnaire for the City of San Angelo (required by all Vendors who submit bids/proposals), Local Government Officers are:

**City of San Angelo City Council:**

Mayor: Dwain Morrison, Mayor

Councilmembers: Rodney Fleming, SMD 1  
Marty Self, SMD 2  
Johnny Silvas, SMD 3 and Mayor Pro-Tempore  
Lucy Gonzales, SMD 4  
Elizabeth Grindstaff, SMD5  
Charlotte Farmer, SMD 6

City Manager: Daniel Valenzuela

**City of San Angelo Development Corporation officers are:**

John Edward Barriou, Jr. - President  
Tony Villarreal - First Vice President  
Tommy Hiebert - Second Vice President  
Daniel Anderson - Director  
Richard Crisp - Director  
Juan Flores - Director  
Scott Tankersley - Director

Executive Director: Roland Peña

**CONFLICT OF INTEREST QUESTIONNAIRE**  
**For vendor doing business with local governmental entity**

**FORM CIQ**

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

**OFFICE USE ONLY**

Date Received

**1** Name of vendor who has a business relationship with local governmental entity.

**2**  Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

**3** Name of local government officer about whom the information is being disclosed.

\_\_\_\_\_  
 Name of Officer

**4** Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes       No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes       No

**5** Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

**6**  Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

**7**

\_\_\_\_\_  
 Signature of vendor doing business with the governmental entity

\_\_\_\_\_  
 Date

## **CONFLICT OF INTEREST QUESTIONNAIRE**

### **For vendor doing business with local governmental entity**

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

**Local Government Code § 176.001(1-a):** "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

**Local Government Code § 176.003(a)(2)(A) and (B):**

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

\*\*\*

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed;
- or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

**Local Government Code § 176.006(a) and (a-1)**

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.





**DEBARMENT AND SUSPENSION CERTIFICATION**

The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:

- (a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective primary participant shall attach an explanation to this proposal.

\_\_\_\_\_  
Company

\_\_\_\_\_  
By

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State Zip

*Note: Agents must provide evidence of authority to bind corporation.*



## **INSTRUCTIONS FOR CERTIFICATION**

1. By signing and submitting this proposal, the prospective vendor is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective vendor shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the determination whether to enter into this transaction. However, failure of the prospective Vendors to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the City of San Angelo determined to enter into this transaction. If it is later determined that the prospective vendor knowingly rendered an erroneous certification, in addition to other remedies available, the City of San Angelo may terminate this transaction for cause.
4. The prospective vendor shall provide immediate written notice to the City of San Angelo to which this proposal is submitted if at any time the prospective vendor learns that its certification was erroneous when submitted or has become erroneous because of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "vendor," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549(13 CFR Part 145). You may contact the City of San Angelo for assistance in obtaining a copy of these regulations.
6. The prospective vendor agrees by submitting this proposal that, should the proposed transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the City of San Angelo.
7. The prospective vendor further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment and Suspension" provided by the City of San Angelo, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A vendor in a covered transaction may rely upon a certification of a prospective vendor in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A vendor may decide the method and frequency by which it determines the ineligibility of its principals. Each vendor may, but is not required to, check the Non-procurement List.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a vendor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a vendor in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the City of San Angelo, the City of San Angelo may terminate this transaction for cause.



**REFERENCES**

Provide customer references for the Vendor's three (3) largest public sector and three (3) largest private sector customers. For each reference, provide customer name, contact name, position, phone number, email address, and the dates serviced. The City reserves the right to make independent inquiries of Vendor's clients not listed as references in the Submittal.

**REFERENCE ONE**

Government/Company Name: \_\_\_\_\_  
Location: \_\_\_\_\_  
Contact Persons and Titles: \_\_\_\_\_  
Email Address: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Scope of Work: \_\_\_\_\_  
Contract Period: \_\_\_\_\_  
Contract Amount: \_\_\_\_\_

**REFERENCE TWO**

Government/Company Name: \_\_\_\_\_  
Location: \_\_\_\_\_  
Contact Persons and Titles: \_\_\_\_\_  
Email Address: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Scope of Work: \_\_\_\_\_  
Contract Period: \_\_\_\_\_  
Contract Amount: \_\_\_\_\_

**REFERENCE THREE**

Government/Company Name: \_\_\_\_\_  
Location: \_\_\_\_\_  
Contact Persons and Titles: \_\_\_\_\_  
Email Address: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Scope of Work: \_\_\_\_\_  
Contract Period: \_\_\_\_\_  
Contract Amount: \_\_\_\_\_



**REFERENCE FOUR**

Government/Company Name: \_\_\_\_\_  
Location: \_\_\_\_\_  
Contact Persons and Titles: \_\_\_\_\_  
Email Address: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Scope of Work: \_\_\_\_\_  
Contract Period: \_\_\_\_\_  
Contract Amount: \_\_\_\_\_

**REFERENCE FIVE**

Government/Company Name: \_\_\_\_\_  
Location: \_\_\_\_\_  
Contact Persons and Titles: \_\_\_\_\_  
Email Address: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Scope of Work: \_\_\_\_\_  
Contract Period: \_\_\_\_\_  
Contract Amount: \_\_\_\_\_

**REFERENCE SIX**

Government/Company Name: \_\_\_\_\_  
Location: \_\_\_\_\_  
Contact Persons and Titles: \_\_\_\_\_  
Email Address: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Scope of Work: \_\_\_\_\_  
Contract Period: \_\_\_\_\_  
Contract Amount: \_\_\_\_\_



**LIST OF PROPOSED SUBCONTRACTORS**

Provide a listing of all subcontractors and descriptions of the services provided by such parties that the company is likely to engage if it is selected. The Submittal should indicate the length of the relationship between the company and the subcontractor as well as the means by which the subcontractor was selected by the company (i.e. competitive selection process or sole sourcing).

**Vendors are strongly encouraged to explore utilizing local subcontractors where available.** Make as many copies of this form as necessary to cover all categories of work.

\*\*\*\*\*

Category of Work: \_\_\_\_\_ % of Proposed Contract Amount: \_\_\_\_\_

Business Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Telephone: \_\_\_\_\_

Address, City, State, Zip: \_\_\_\_\_

Length of Relationship with Company: \_\_\_\_\_

Method for Selecting Company: \_\_\_\_\_

\*\*\*\*\*

Category of Work: \_\_\_\_\_ % of Proposed Contract Amount: \_\_\_\_\_

Business Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Telephone: \_\_\_\_\_

Address, City, State, Zip: \_\_\_\_\_

Length of Relationship with Company: \_\_\_\_\_

Method for Selecting Company: \_\_\_\_\_

\*\*\*\*\*

Category of Work: \_\_\_\_\_ % of Proposed Contract Amount: \_\_\_\_\_

Business Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Telephone: \_\_\_\_\_

Address, City, State, Zip: \_\_\_\_\_

Length of Relationship with Company: \_\_\_\_\_

Method for Selecting Company: \_\_\_\_\_

\*\*\*\*\*