THE CITY OF EDINBURG

REQUEST FOR PROPOSALS

The City of Edinburg is soliciting sealed Request for Proposals; hereinafter referred to as RFP, to be received by the City Secretary's Office located at 415 W. University Drive, Edinburg, Texas 78541. City of Edinburg normal business days are Monday through Friday between the hours of 8:00 a.m. to 5:00 p.m. and shall be closed on recognized holidays.

RFP'S will be received until **3:00 p.m. Central Time**, on **Monday, June 22, 2015**, shortly thereafter all submitted RFP'S will be gathered and taken to the Edinburg City Hall Community Room, 1st Floor, to be publicly opened and read aloud. Any RFP received after the closing time will not be accepted and will be returned to the submitter unopened. It is the responsibility of the submitter to see that any RFP submitted shall have sufficient time to be received by the City Secretary's Office prior to the RFP opening date and time. The receiving time in the City Secretary's Office will be the governing time for acceptability of the RFP's. RFP's will not be accepted by telephone or facsimile machine. All RFP'S must bear original signatures and figures. The RFP shall be for:

RFP #2015-019
ELECTRIC SUPPLY & SERVICES FROM RETAIL ELECTRIC PROVIDERS

If you have any questions or require additional information regarding this RFP, please contact Ms. Lorena Fuentes, Purchasing Agent, at (956) 388-1895 or at the following e-mail address: **lfuentes@cityofedinburg.com**.

Hand Delivered RFP'S:	415 W. University Drive C/o City Secretary Department (1st Floor)
If using Land Courier (i.e.FedEx, UPS):	City of Edinburg C/o City Secretary 415 W. University Drive Edinburg, Texas 78541
If Mailing Proposals:	City of Edinburg C/o City Secretary P.O. Box 1079 Edinburg, Texas 78540-1079

All requests for additional information regarding the specifications should go by fax or email to:

Marco A. Arredondo, Inc.
866-518-5687 Fax
Email maa@arredondoinc.com

(If the proposer does not have an existing broker contract with Marco A. Arredondo, Inc., please provide one to the email listed above as soon as possible to avoid contractual delays.)

The City of Edinburg reserves the right to refuse and reject any or all RFP's and to waive any or all formalities or technicalities and to accept the RFP deemed most advantageous to the City, and hold the RFP's for a period of **60** days without taking action.

RFP's must be submitted in an envelope sealed with tape and prominently marked on the lower left hand corner of the envelope with corresponding RFP number and title.

Please read your requirements thoroughly and be sure that the RFP offered complies with all requirements/specifications noted. Any variation from the solicitation requirements/specifications must be clearly indicated by letter, on a point by point basis, attached to and made a part of your RFP. If no exceptions are noted, and you are the successful respondent, it will be required that the service(s) be provided as specified.

PURPOSE

(1) The purpose of these solicitation documents is to execute a Professional Services Contract for:

ELECTRIC SUPPLY & SERVICES FROM RETAIL ELECTRIC PROVIDERS

INTENT

(2) The services to be provided under this RFP shall be in accordance with and shall meet all specifications and/or requirements as shown in this solicitation for RFP. There is no intention to disqualify any respondent who can meet the requirements.

SUBMITTAL OF RFP

(3) RFPs shall be submitted in sealed envelopes as referenced on the attached solicitation. Five (5) complete sets of the response, one (1) original marked "**ORIGINAL,**" and four (4) copies marked "**COPY**". RFPs submitted by facsimile (fax) or electronically shall **NOT** be accepted. Submittal of an RFP in response to this solicitation constitutes an offer by the respondent. Once submitted, RFP's become the property of the City of Edinburg and as such the City reserves the right to use any ideas contained in any RFP regardless of whether that respondent/firm is selected. Submission of a RFP in response to this solicitation, by any respondent, shall indicate that the respondent(s) has/have accepted the conditions contained in the RFP, unless clearly and specifically noted in the RFP submitted and confirmed in the contract between the City and the successful respondent otherwise. RFPs which do not comply with these requirements may be rejected at the option of the City. RFPs must be filed with the City of Edinburg before the deadline day and hour. No late RFPs will be accepted. They will be returned to respondent unopened (if properly identified). Failure to meet RFP requirements may be grounds for disqualification.

Hand Delivered RFP'S:	415 W. University Drive c/o City Secretary Department (1st Floor)
If using Land Courier (i.e.FedEx, UPS):	City of Edinburg c/o City Secretary 415 W. University Drive Edinburg, Texas 78541
If Mailing RFP's:	City of Edinburg c/o City Secretary P.O. Box 1079 Edinburg, Texas 78540-1079

TIME ALLOWED FOR ACTION TAKEN

(4) The City of Edinburg may hold RFP/s **60** days after deadline without taking action. Respondents are required to hold their RFP/s firm for same period of time.

RIGHT TO REJECT/AWARD
(5) The City of Edinburg reserves the right to reject any or all RFPs, to waive any or all formalities or technicalities, and to make such awards of contract as may be deemed to be the best and most advantageous to the City of Edinburg.

ASSIGNMENT
(6) Respondents are advised that the City of Edinburg shall not allow the successful respondent to sell, assign, transfer, or convey any part of any contract resulting from this RFP in whole or in part, to a third party without the written approval of the City of Edinburg.

AWARD
(7) Respondents are advised that the City of Edinburg is soliciting RFPs and award shall be made to the respondent that in the opinion of the City of Edinburg is the best qualified.

NUMBER OF CONTRACTS
(8) THE CITY reserves the right to award one, more than one, or no contract(s) in response to this RFP.

STATUTORY REQUIREMENTS
(9) It shall be the responsibility of the successful respondent to comply with all applicable State & Federal laws, Executive Orders and Municipal Ordinances, and the Rules and Regulations of all authorities having jurisdiction over the work to be performed hereunder and such shall apply to the contract throughout, and that they will be deemed to be included in the contract as though written out in full in the contract documents.

ALTERATIONS/AMENDMENTS TO RFP
(10) RFP **CANNOT** be altered or amended after opening time. Alterations made before opening time must be initialed by respondent guaranteeing authenticity. No RFP may be withdrawn after opening time without acceptable reason in writing and only after approval by the City of Edinburg.

NO RESPONSE TO RFP
(11) If unable to submit a RFP, respondent should return inquiry giving reasons.

LIST OF EXCEPTIONS
(12) The respondent shall attach to his/her RFP a list of any exceptions to the specifications/ requirements.

PAYMENT
(13) The City of Edinburg will execute payment by mail in accordance with the State of Texas Pay Law after SERVICES have been completed, introduced to the City, and found to meet City of Edinburg specifications/requirements. No other method of payment will be considered.

SYNONYM
(14) Where in this solicitation package SERVICES is used, its meaning shall refer to the request for LEASE, SERVICE AND INSTALLATION OF MULTIFUNCTIONAL COPIER EQUIPMENT as specified.

RESPONDENT'S EMPLOYEES
(15) Neither the Respondent nor his/her employees engaged in fulfilling the terms and conditions of this Service Contract shall be considered employees of the City. The method and manner of performance of such undertakings shall be under the exclusive control of the vendor on contract. The City shall have the right of inspection of said undertakings at any time.

INDEMNIFICATION CLAUSE
(16) The Respondent agrees to indemnify and save harmless the City, from all suits and actions of every nature and

description brought against them or any of them, for or on account of the use of patented appliances, products or processes, and he shall pay all royalties and charges which are legal and equitable. Evidence of such payment or satisfaction shall be submitted upon request of the Purchasing Agent, as a necessary requirement in connection with the final estimate for payment in which such patented appliance, products or processes are used

INTERPRETATIONS

(17) Any questions concerning the project and/or specifications/requirements with regards to this solicitation for statement(s) of qualifications shall be directed to the designated individuals as outlined in the RFP. Such interpretations, which may affect the eventual outcome of this request for statements of qualifications, shall be furnished in writing to all prospective Respondents via Addendum. No interpretation shall be considered binding unless provided in writing by the City of Edinburg in accordance with paragraph entitled "**Addenda and Modifications**".

VERBAL THREATS

(18) Any threats made to any employee of the City, be it verbal or written, to discontinue the providing of item/material/services for whatever reason and/or reasons shall be considered a breach of contract and the City will immediately sever the contract with the Respondent/Consultant on contract.

CONFIDENTIAL INFORMATION

(19) Any information deemed to be confidential by the respondent should be clearly noted on the pages where confidential information is contained; however, the City cannot guarantee that it will not be compelled to disclose all or part of any public record under Texas Public Information Act, since information deemed to be confidential by the respondent may not be considered confidential under Texas Law, or pursuant to a Court order.

PAST PERFORMANCE

(20) Respondent's past performance shall be taken into consideration in the evaluation of RFP submittal.

JURISDICTION

(21) Contract(s) executed as part of this solicitation shall be subject to and governed under the laws of the State of Texas. Any and all obligations and payments are due and performable and payable in Hidalgo County, Texas.

RIGHT TO AUDIT

(22) The City of Edinburg reserves the right to audit the vendor's books and records relating to the performance of this contract. The City of Edinburg, at its own expense, shall have the right at all reasonable times during normal business hours and upon at least twenty-four (24) hours' advance notice, to audit, to examine, and to make copies of or extracts from the books of account and records maintained by the vendor(s) with respect to the Supply/Service and/or Purchase Contract. If such audit shall disclose overpayment by City to vendor, written notice of such overpayment shall be provided to the vendor and the amount of overpayment shall be promptly reimbursed by vendor to the City. In the event any such overpayment is not paid within ten (10) business days after receipt of such notice, the unpaid amount of such overpayment shall bear interest at the rate of one percent (1%) per month from the date of such notice until paid.

VENUE

(23) The parties agree that venue for purposes of any and all lawsuits, cause of action, arbitration, and/or any other dispute(s) shall be in Hidalgo County, Texas.

CONFLICT OF INTEREST

(24) CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of the City of Edinburg not later than the 7th business day after the date the person becomes aware of facts that require the statement be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor. For more information or to obtain Questionnaire CIQ visit the Texas Ethics Commission web page at www.ethics.state.tx.us/forms/CIQ.pdf.

IF YOU HAVE ANY QUESTIONS ABOUT COMPLIANCE, PLEASE CONSULT YOUR OWN LEGAL COUNSEL. COMPLIANCE IS THE INDIVIDUAL RESPONSIBILITY OF EACH PERSON OR AGENT OF A PERSON WHO IS SUBJECT TO THE FILING REQUIREMENT. AN OFFENSE UNDER CHAPTER 176 IS A CLASS "C" MISDEMEANOR.

CONFIDENTIALITY OF INFORMATION AND SECURITY

(25) Should the successful respondent become the holder of and have access to confidential information in the process of fulfilling its responsibilities in connection with an awarded contract the successful respondent agrees that it shall keep such information confidential and will comply fully with the laws and regulations of the State of Texas, ordinances and regulations of the City, and any applicable federal laws and regulations relating to confidentiality.

TERMINATION OF CONTRACT

(26) The City of Edinburg reserves the right to terminate the contract if, in the opinion of the City of Edinburg, the successful vendor's performance is not acceptable, no funds are available, or if the City wishes, without cause, to discontinue this contract. Termination will be in written form allowing a 30-day notice.

RESPONSE DEADLINE

(27) Responses to the RFP must be addressed to City Secretary, City of Edinburg, 415 W. University Drive by **Monday, June 22, 2015 until 3:00 p.m.** for consideration. An original and four (4) complete sets of the response must be submitted no later than this date and time in a **sealed envelope** indicating that its contents are in response to the RFP for **"Electric Supply & Services from Retail Electric Providers". Respondents are advised that all confidential records must be submitted in a separate sealed envelope and marked accordingly.**

Hand Delivered RFP's:	415 W. University Drive c/o City Secretary Department (1st Floor)
If using Land Courier (i.e.FedEx, UPS):	City of Edinburg c/o City Secretary 415 W. University Drive Edinburg, Texas 78541
If Mailing RFPs:	City of Edinburg c/o City Secretary P.O. Box 1079 Edinburg, Texas 78540-1079

ADDENDA AND MODIFICATIONS

(28) Any changes, additions, or clarifications to the RFP are made by amendments (addenda). Any respondent in doubt as to the true meaning of any part of the RFP or other documents may request an interpretation from the Purchasing Division. At the request of the respondent, or in the event the Purchasing Division deems the interpretation to be substantive, the interpretation will be made by written addendum. Said Addenda shall be mailed, e-mailed, hand delivered and/or faxed, to all prospective respondents. All Addenda issued in respect to this RFP shall be considered official changes to the original documents. Verbal statements in response to inquiries and/or requests for explanations shall not be authoritative or binding. It shall be the respondent's responsibility to ensure that they have received all Addenda in respect to this project. Furthermore, respondents are advised that they must recognize, comply with, and attach a signed copy of each Addendum which shall be made part of their RFP Submittal. Respondent(s) signature on Addenda shall be interpreted as the respondent's "recognition and compliance to" official changes as outlined by the City of Edinburg and as such are made part of the original solicitation documents. Failure of any respondent to receive any such addendum or interpretation shall not relieve such respondent from its terms and requirements. The City may issue a written addendum no later than five calendar days prior to the date bids must be received. Addendums are available online at www.cityofedinburg.com.

RFP PREPARATION COSTS

(29) The City of Edinburg shall not be held liable for any costs incurred by any respondent for work performed in the preparation of and production of a RFP or for any work performed prior to execution of contract.

EQUAL EMPLOYMENT OPPORTUNITY

(30) Respondent agrees that they will not discriminate in hiring, promotion, treatment, or other terms and conditions of employment based on race, sex, national origin, age, disability, or in any way violate Title VII of 1964 Civil Rights Act and amendments, except as permitted by said laws.

AUTHORIZATION TO BIND RESPONDENT TO RFP

(31) RFPs MUST give full firm name and address of respondent, and be manually signed. Failure to do so will disqualify your RFP. Person signing bid must show title or AUTHORITY TO BIND HIS/HER FIRM IN A CONTRACT. Firm name and authorized signature must appear on each page that calls for this information. The legal status of the Respondent whether corporation, partnership, or individual, shall also be stated in the RFP. A corporation shall execute the RFP by its duly authorized officers in accordance with its corporate by-laws and shall also list the state in which it is incorporated. A partnership Respondent shall give full names and addresses of all partners. All partners shall execute the RFP. Partnership and Individual Respondent shall state in the proposal the names and addresses of all persons with a vested interest therein. The place of residence of each Respondent, or the office address in the case of a firm or company, with county and state and telephone number, shall be given after the signature.

BRAND OR MANUFACTURER REFERENCE

(32) Unless otherwise specified, any catalog or manufacturer's reference or brand name used in describing an item is merely descriptive, and not restrictive, and is used only to indicate type and style of product desired. Proposals on alternate brands will be considered if they meet specification requirements. If a bidder quotes on equipment other than the one(s) specified in the bid, sufficient specifications and descriptive (pictured literature) data must accompany same to permit thorough evaluation. In the absence of these qualifications, he/she will be expected to furnish the product called for.

Confidential Information Respondents are advised that all confidential records must be submitted in a separate sealed envelope and marked accordingly.

RFP 2015-019
ELECTRIC SUPPLY & SERVICES FROM RETAIL ELECTRIC PROVIDERS

The City of Edinburg has developed this RFP for Electric Supply and Services from Retail Electric Providers to procure electricity and associated services from the deregulated Texas electricity market for all of its sites. The City of Edinburg is seeking an energy provider, or supplier, that will assist the district in achieving a cost reduction, energy budget, and energy management goal.

I. History and Purpose:

A. The City is issuing this Request for Proposals (RFP) to purchase electricity for all of the City's meters and facilities.
B. The City is issuing this RFP to all qualified REPs to satisfy purchasing requirements, including those dictated by the State of Texas.
C. The City's current contract will expire on the first meter read date after July 31, 2015 for each individual account.
D. An itemization of approximately 212 ESID numbers will be provided with the energy use history.
E. All Retail Electric Provider proposers will be provided with detailed electricity use history from Marco A Arredondo, Inc. Please send your requests to maa@arredondoinc.com.
F. The usage details are consistent with typical energy usage.
G. The City seeks REPs that are prepared to work in a close working relationship while providing the ongoing supply of electricity.
H. The decision-making authority for selecting an energy supplier for the City's facilities rests with the City's council members.
I. The City reserves the right to reject any and all proposals.
J. Factors that are likely to influence the City's future energy usage include new site connections and/or changes in operation, i.e. hours of opening and/or closing.

II. Requirements:

A. The pricing options submitted by respondents for this RFP to supply electricity and associated services to the City must be competitively priced and offer ongoing value.
B. Cost of the electricity will be a chief determining factor for the REP that the City selects.
C. The proposer will prepare pricing options on a unit per kilowatt-hour (kWh) basis for the ESID's included in this RFP for one (1), two (2), three (3), four (4) and five (5) year terms with a fixed price that includes all associated costs for the supply of energy to the load zone with a commencement date of August 2015. The REP will use RFP Form I to provide this information to keep the data uniform.
D. Contracts with governmental entities in the State of Texas are required to be for one fiscal year or carry a non-appropriation of funds clause. Projecting a multi-year contract, proposers will provide a non-appropriation clause as part of their final contract.
E. **Price will include a 2 mil adder that will be paid to Marco A. Arredondo, Inc., the City's energy consultant on a monthly basis for the duration of the energy contract.**
F. The City may consider other pricing options that the proposer can offer providing value and allow ongoing flexibility.
G. REPs must specify whether the supplied pricing has (i) an acceptance period and (ii) is subject to confirmation. REPs should specify the lead time required to refresh pricing requests if necessary.
H. **Pricing must be based on the NYMEX Market closing price on June 18, 2015.**
I. If for any reason a proposer cannot meet the requirements of the RFP, the proposer must indicate any deficiencies and/or differences in an addendum to be attached to the proposal form.
J. Failure to meet the requirements will be grounds for rejecting the proposal.

III. RFP Retail Electric Provider (REP) Assessment Process – Step One Qualifications

A. The proposal review will determine the REP most capable of delivering the best overall value to the City, consistent with the requirements herein and as evidenced by the REP's past performance history in providing the type and scope of services required within this RFP.
B. The REP's overall level of experience in retailing electricity sales within the State of Texas. Provide customer references where your company is the current primary supplier of electricity. Information provided should include business name, description of contracted services, contact name, telephone and fax numbers, e-mail address and the date the contract was awarded.
C. The REP's capabilities relating to the management of their operations including corporate assets, customer base and extent of retail operations including the resources and technologies that enable them to bring value to their customer base.
D. The pricing options submitted will be assessed in terms of matching the City's pricing requirements, and will assess pricing over the total period of the proposed energy services contract.
E. The REP's capabilities and experiences with managing the risks associated with energy supply procurement.
F. The REP's general approach to identifying City's needs and tailoring appropriate risk management strategies will also be assessed.
G. The REP's approach and demonstrable performance in the area of Customer Care.
H. The REP's level of commitment to ensuring ongoing future value for the City is maximized over the life of the energy services contract.
I. Community outreach services benefiting the City, staff, and/or its patrons.

IV. Retail Electricity Provider's Pertinent Information

A. **Financial Viability & Experience** – provide details on the size of your organization and pertinent financial excerpts from your annual report that attest to the financial viability and strength of your organization.
B. **Service Management & Customer Care** – provide details of any service management examples supplied to similar type customers.
C. **Liaison Services** – provide details of any service the REP will provide with the wires company on the addition of new facilities and temporary services for construction.
D. **Electricity Distribution** - provide details that demonstrate your company's understanding and involvement with distribution and delivery systems.
E. **Energy Conservation** - provide examples, including financial and non-financial benefits delivered to your customers.
F. **Community Outreach** – offers programs to the benefit of the City, staff and/or its patrons.
G. **Sample Contract** – if you use a contract, please provide a copy of the contract that we can forward to the City's legal counsel for review; the City reserves the right to not use the REP's contract .
H. PUC REP Certification Number.
I. **Sample Invoice** - Accurate, timely, easily understood electricity billing, online billing access, and payment plans are an essential requirement. Provide details of your billing systems and payment plans that will ensure accuracy of pricing between your company and the City.

V. RFP Retail Electric Provider (REP) Assessment Process – Step Two Select Short List

A. At any point, the City may ask for additionally information from the most qualified applicant to provide the City additional information for potential contract negotiations.
B. The City reserves the right to select one or more REP's that the City deems to be fully qualified and best suited among those submitting responses on the basis of the evaluation factors.
C. Should the City determine at its sole discretion that only one REP proposer is fully qualified, or that the nominated proposer is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that proposer.
D. The next step will be to negotiate with the finalist including negotiating final price offers.
E. If the City and the selected REP cannot agree on terms for a contract, the City shall enter into negotiations

with one of the remaining REP's.

F. The City will award and execute a contract with the selected REP in the final step of this process.

VI. **To determine the Vendor that the contract will be awarded to, City shall consider the following evaluation criteria:**

A. The purchase price; 40%
B. Customer Service and Support; 15%
C. Financial Credibility and Stability; 20%
D. Consolidated Billing & Reports; 10%
E. Electronic Billing, History, and Online Access; 15%

RFP FORM I

Electricity Supply & Associated Services (RFP#2015-019)

Pricing Sheet

Directions: Please complete all pricing blanks. The start date is the first meter read date after July 31, 2015. In order to ensure an "apples to apples" comparison, the pricing calculation should be based on the NYMEX **Market closing price on June 18, 2015**.

Term Months	Bandwidth (%)	Fixed Energy Price ($/kWh) (Load Zone)	3% Add/Delete Adder ($/kWh)
12			
24			
36			
48			
60			

Note: Additional monthly terms will be considered if they provide for lower pricing

_____
Company

_____
By

_____
Title

_____
Date

Marco A. Arredondo, Inc.

Professional Utility Rate & Energy Consultants

Contact Marco A. Arredondo for any

Additional information at 361-777-1335

maa@arredondoinc.com

Indicate the name and telephone number of the person who has the authority to respond to any questions on your firm or your proposal.

Name: _____ **Telephone:** _____

Attachment A

RFP Title **RFP# 2015-019 ELECTRIC SUPPLY & SERVICES FROM RETAIL ELECTRIC PROVIDERS**

Proposer's Name _____

REFERENCES

Please list three (3) references of current customers who can verify the quality of service your company provides. The City prefers customers of similar size and scope of work to this RFP/RFQ.

THIS FORM MUST BE RETURNED WITH YOUR RFP/RFQ.

REFERENCE ONE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ e-mail address: _____

Contract Period: _____ Scope of Work_____

REFERENCE TWO

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ e-mail address: _____

Contract Period: _____ Scope of Work_____

REFERENCE THREE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ e-mail address: _____

Contract Period: _____ Scope of Work_____