



REQUEST FOR PROPOSAL  
FOR  
RETAIL ELECTRIC SERVICE PROVIDER  
CITY OF SAN BENITO

All proposals to be submitted on or before:  
2:00 P.M. (CST) November 12, 2019

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### **1. Statement of Purpose**

The City of San Benito (COSB) is seeking proposals from qualified Retail Electric Providers (REPs), (**NO BROKERS**) 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, 2019.

The City of San Benito has approximately 150 Electric Service Identifiers Identification (ESI IDs) with an **annual usage of 10,012,611KWh / 10,013MWh** on the American Electric Power Texas Central (AEP) delivery system. These ESID's are a combination of Interval Data Recorder metered, scalar metered and un-metered locations (as defined by AEP Texas Central).

The provision of a safe, reliable and high-quality electricity supply is essential to the City of San Benito

The City of San Benito seeks a 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 San Benito.

### **2. Background**

The City of San Benito is located in Cameron County, Texas. The City of San Benito staff are responsible for ensuring that electricity services are provided to all City of San Benito facilities in a safe, reliable, and fiscally responsible manner. Key objectives for the City of San Benito include minimizing energy costs, ensuring no interruption of power at key facilities, and maintaining a close working relationship with energy suppliers.

### **3. General Provisions**

#### **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 San Benito loads.

**Proposal Submission Date**

Proposals must be delivered **no later than 2:00 p.m. (CST), November 12, 2019** and **all proposals received will be publicly acknowledged at 4:00 p.m. (CST) on November 12, 2019, on the City of San Benito Web site.** Late proposals will not be accepted. The City of San Benito reserves the right to issue additional instructions or requests for additional information, which may extend this due date, should it be determined by the City of San Benito as being in its best interest.

**Format of Proposal**

Two (2) printed copies of proposals must be received by the City of San Benito on or before the submittal deadline and shall be delivered to:

Hand Delivered/Courier Service:

RFP # 2019-10-001

Belen Pena

Finance Director

485 N. Sam Houston Blvd.

San Benito, TX 78586

US Postal Service Address:

RFP # 2019-10-001

Belen Pena

Finance Director

485 N. Sam Houston Blvd.

San Benito, TX 78586

Only proposals mailed (**NO E-MAIL**), to the Finance Director of the City Of San Benito and received by the Proposal due date and time will be considered.

All proposals should contain all the required information in this RFP to allow the City of San Benito to properly evaluate submissions, the envelope must be properly marked with the RFP number

**Inquiries/Contact Information**

The City of San Benito specifically instructs all interested parties to restrict all contact and questions regarding this Request for Proposal to written communications forwarded to the City of San Benito. Contact information is:

**Fernando Garcia**

**Email: [fgarcia@cityofsanbenito.com](mailto:fgarcia@cityofsanbenito.com)**

All interested retail electric providers that receive this Request for Proposal are responsible for notifying the City of San Benito that it is in receipt of this Request for Proposal package, and shall provide to the Finance Director's the retailer's name, contact person address, telephone number, email address of contact person and fax number, in the event the City of San Benito issues Addendum to this Request for Proposal or provides written answers to questions. Load data will be forwarded via email by Belen Pena to all REP's that are interested in responding to this RFP.

### **3. Pricing and Term**

The City of San Benito is interested in receiving fixed price proposals for one, two, three, four, and five year terms. Changes in monthly usage due to facility expansions will be provided prior to seeking best and final pricing and contract execution. All pricing should be based on the historical usage data as provided by AEP Texas Central.

#### **Contract Term:**

The City of San Benito's existing contract extends through the regularly scheduled meter reads after November 30, 2019. All pricing should be quoted based on this start date.

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, TDSP discretionary fees, state gross receipts tax, and Public Utility Commission of Texas (PUCT) assessment fees. The City of San Benito 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 30 days payment terms. However, if your firm offers any form of early pay discounts, or pre-pay discounts, please indicate those options in your proposal.

Addition and Deletion of Accounts. The contract should provide for the ability of the COSB 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.

The City of San Benito requests that consolidated individual ESI ID bill will mailed to the Finance Department of The City of San Benito and consolidated monthly billing data be included in Excel format delivered electronically by email to the Accounts payable Department of the City of San Benito when the monthly bill is delivered.

#### **4. Statement of Qualifications and Proposal**

The qualifications and operational capabilities of prospective energy suppliers are fundamental criteria, which the City of San Benito will assess in selecting a preferred REP.

Each proposal should include all of the following information:

1. A short description of the REP's 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.
2. A description of the REP's ownership structure and a list of any affiliate companies that do business in Texas,
3. A copy of REP's most recent audited financial statements, and current debt rating for the entity that will be supplying the power (the REP) or for the entity that provides credit assurance to the REP. If the REP is relying on a parent's credit for qualification, a parental guarantee must be included.
4. A general summary of existing electric capacity under contract within ERCOT (location, term and amount under contract).
5. Information on the number of meters currently being served by REP. The number does not have to be exact and can be rounded to the nearest 100 meters.
6. A statement agreeing to the City of San Benito's Contract – Terms and Conditions contained in RFP. The City of San Benito's terms and conditions are attached as appendix A and made part of these specifications.
7. State how you plan to ensure that all the City of San Benito's ESI ID's will be timely switched on the first meter reading date in December 2019. What assurances and financial guarantees will you provide in the event that any of the City of San Benito's ESI ID's incur charges from their existing supplier, are dropped either to the affiliated REP, or the Provider of Last Resort (POLR) that will keep the City of San Benito financially whole?
8. Provide a sample of your firm's proposed invoice under your billing system. The City of San Benito prefers that they receive only one summary bill package per month. Invoices must be delivered in one envelope. The City of San Benito also requests that monthly billing data be delivered electronically on an Excel spreadsheet that corresponds to the ESI ID's in ascending order.
9. Reference list of current electric customers in Texas. This list should contain no less than three (3) Clients which may be contacted as a reference, and should preferably include at least one (1) public agency.

10. Describe a specific plan to address the City of San Benito's needs for reliable delivery services, including protocols for reporting outages to the TDSP, restoring power following an outage, arranging for construction services, resolving billing disputes, and other reliability issues. Respondents should provide evidence demonstrating that they have established good working relationships with AEP Texas.
11. 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.
12. Provide a hard copy of and an unprotected electronic copy of your company's electric contract in Microsoft Word format (including any attachments, confirmation sheets and related documents).
13. Provide a statement the REP is not presently debarred, suspended, declared ineligible, or voluntarily excluded from participating in any state or federal program.
14. Provide a hard copy of having complied with the Texas Ethics Commission, form 1295 Certificate of Interested Parties, Appendix B
15. Provide a hard copy of having complied with the Texas Ethics Commission, form CIQ, Conflict of Interest Questionnaire Appendix C
16. Provide a hard copy of NON-COLLUSION AFFIDAVIT Appendix D

## **5. Selection Process**

This RFP contemplates a multi-step selection process, commencing after receipt of proposals and concluding; if it is in the best interest of the City of San Benito, with the signing of a power supply contract(s) to serve the City of San Benito's ESI ID's. It is the City of San Benito's intent to determine the best value offer for the City of San Benito.

1. Step one will consist of a thorough review of the respondent's qualifications utilizing economic and non-economic criteria.
2. Step two will allow for the City of San Benito to request and receive clarifications of the REPs proposals, if necessary.
3. Step three will be to shortlist the REPs based upon the evaluation criteria in section 7.
4. Step four will consist of negotiations with one or more of the finalists.
5. Step five consists of requesting final, transactional offers from one or more finalists.
6. Step Six will be the awarding and execution of a contract with the respondent which is deemed most advantageous to the City of San Benito.

The City of San Benito reserves the right to accept any Proposal, reject any or all Proposals, re-solicit other Proposals, and to issue a new RFP in the event that all Proposals are rejected, or that the City of San Benito deems otherwise appropriate. Such a determination will be based solely on the judgment of the City of San Benito.

The City of San Benito has no obligation to inform any Respondent of the factors the City of San Benito may consider in reaching such judgments. The City of San Benito reserves the right to revise this RFP, including the desired specifications and requirements for Proposals, at any time. The City of San Benito further reserves the right to accept Proposals other than the lowest cost Proposal. REPs should recognize that factors other than cost, as previously mentioned, will be considered during the Proposal evaluation process.

## 6. Schedule

Release of RFP:	October 23, 2019
RFP Due:	at 2:00 P.M. (CST), on November 12, 2019
RFP Open:	at 3:00 P.M. (CST), on November 12, 2019
Final Recommendation to City Commission:	at 5:30 P.M. (CST), on November 19, 2019
City Commission Approval:	at 5:30 P.M. (CST), on November 19, 2019

The City of San Benito, reserves the right to modify this schedule if in its sole opinion believes such modifications are necessary.

## 7. Evaluation Criteria

The City of San Benito, is seeking an energy supplier that will assist the City of San Benito in developing an appropriate energy strategy to maximize cost reduction aligned with the City of San Benito's energy budget. A City of San Benito selection committee will evaluate and short list the responses to this Request for Proposal. Respondents will be assessed against the following with the relative weights in parenthesis:

Financial Robustness and Experience	(20%)
Customer Care	(20%)
Pricing	(60%)

The City of San Benito will assess the:

- Level of experience in retailing electricity sales within the State of Texas.
- Capabilities relating to the management of operations including corporate assets and customer base.
- Pricing flexibility and options over the proposed energy services period.
- Approach to and demonstrable performance in customer care and customer commitment.

The City of San Benito reserves the right to consider any other factors that may be relevant to its power and energy needs.



## **8. Costs incurred in responding**

All costs directly or indirectly related to the preparation of a Proposal in response to this RFP, and any oral presentation required to supplement and/or clarify a Proposal which may be required by the City of San Benito, shall be the sole responsibility of and borne by REP incurring such costs. The City of San Benito will not reimburse any REP for any cost incurred in the preparation or submission of a Proposal and/or in negotiating an agreement resulting from a Proposal.

## **9. Supplemental Information**

The City of San Benito reserves the right to request additional information from individual REPs, or to request all REP's to submit supplemental materials in fulfillment of the content requirements of this RFP, or to meet additional information needs of the City. The City of San Benito, in its sole discretion, also reserves the right to unilaterally waive any technical or format requirements contained in the RFP, and amend, or modify any provisions of this RFP at any time prior to the award if it is in the best interest of the City of San Benito to do so.

## **10. Open Records**

Following the award of a contract, responses to this RFP are subject to release as public information unless the response or specific parts of the response can be shown to be exempt from the Texas Public Information Act. All REPs are advised to consult with their legal counsel regarding disclosure issues and take the appropriate precautions to safeguard trade secrets or any other proprietary information. The City of San Benito assumes no obligation or responsibility relating to the disclosure or nondisclosure of information submitted by respondents.

## **11. REP Understanding of RFP**

By submitting a signed proposal, a respondent represents that it fully understands this RFP and shall abide by its terms and conditions. No exceptions, amendments, or deviations from this RFP shall be allowed in any proposals unless agreed to in writing and prior to the date that responses to questions are due. Unauthorized exceptions, amendments, or deviations in the response may result in disqualification of the proposal.

## **12. Performance Requirements**

The RFP, along with the successful proposal in response to it, shall be incorporated as part of the Contract by reference; any modifications or clarifications agreed during contract negotiations shall be incorporated into the finally executed contract

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## **Appendix A**

### **TERMS AND CONDITIONS OF INVITATIONS FOR PROPOSALS**

#### **GENERAL CONDITIONS**

Vendors are required to submit proposals upon the following expressed conditions:

- (a) Vendors shall thoroughly examine the specifications, schedule instructions and other contract documents. Once the award has been made, failure to read all specifications, instructions, and the contract documents, of the City of San Benito (COSB) shall not be cause to alter the original contract or for a vendor to requests additional compensation.
- (b) Vendors shall make all investigations necessary to thoroughly inform themselves regarding facilities and locations for delivery of materials and equipment as required by the Proposal conditions. No pleas of ignorance by the vendor of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the vendor to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the COSB or the compensation to the vendor.
- (c) Vendors are advised that COSB contracts are subject to the all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes.

#### **1. PREPARATION OF PROPOSALS**

Proposals will be prepared in accordance with the following:

- (a) All information required by the proposal form shall be furnished. The vendor shall print or type the business name and manually sign the schedule.
- (b) Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.
- (c) Alternate proposals will not be considered unless authorized by the invitation for proposals or any applicable addendum
- (d) Proposed delivery time must be shown and shall include Sundays and holidays
- (e) All persons doing business with COSB are hereby made aware that COSB is exempt from paying Federal taxes or State of Texas limited sales tax. An exemption certificate will be furnished upon request.

#### **2. DESCRIPTION OF SUPPLIES**

Any catalog or manufacturer's reference used in describing an item is merely descriptive, and not restrictive, unless otherwise noted, and is used only to indicate type and quality of material. Vendor is required to state exactly what they intend to furnish; otherwise Vendor shall be required to furnish the items as specified.

#### **3. SUBMISSION OF PROPOSALS**

- (a) Proposals and changes thereto shall be enclosed in sealed envelopes, properly addressed and to include the date and hour of the proposal opening and the material or services requested on the proposal notice shall be typed or written on the face of the envelope. This is generally the proposal number.

- (b) Unless otherwise noted on the RFP cover sheet, all proposals must be submitted or mailed out to the B e l e n P e n a , Finance Director, City of San Benito, 485 N. Sam Houston Blvd., San Benito TX 78586
- (c) Proposals must be submitted on the forms furnished. Telegraphic and facsimile proposals will not be considered.
- (d) Samples, when required, must be submitted within the time specified, at no expense to COSB. If not destroyed or used up during testing, samples will be returned upon request at the vendor's expense.
- (e) Proposals must be valid for a period of sixty days. An extension to hold proposal pricing for actual quantity Proposals may be requested by COSB.

#### **4. REJECTION OF PROPOSALS**

COSB may reject a Proposal if:

- (a) Vendor misstates or conceals any material fact in the proposal.
- (b) Proposal does not strictly conform to the law or the requirements of the proposal.
- (c) Vendor is in arrears on existing contracts or taxes with COSB.
- (d) If proposals are conditional. A vendor may not qualify their proposal for acceptance by COSB on an "ALL OR NONE" basis.
- (e) No proposal submitted herein shall be considered unless the vendor warrants that, upon execution of a contract with COSB, vendor will not engage in employment practices such as discriminating against employees because of race, color, sex, creed, or national origin. Vendor will submit such reports as COSB may therefore require assuring compliance with said practices.
- (f) COSB may reject all proposals or any part of a proposal whenever it is deemed necessary.
- (g) COSB may waive any minor informalities or irregularities in any proposal.

#### **5. WITHDRAWAL OF PROPOSALS**

Proposals may not be withdrawn after they have been publicly opened, unless approved by COSB Board.

#### **6. LATE PROPOSALS OR MODIFICATIONS**

Proposals and modifications received after the time set for the Proposal opening will not be considered. Late proposals will be returned to the vendor unopened.

#### **7. CLARIFICATIONS OR OBJECTION TO PROPOSAL SPECIFICATIONS**

If any person contemplating submitting a proposal for this contract is in doubt as to the true meaning of the specifications, or other proposal documents or any part thereof, they may submit to the Finance Director on or before seven days prior to the scheduled opening date a request for clarification or as specified in the request for proposal document. All requests for information shall be made in writing, and the person submitting the request will be responsible for its prompt delivery. Any interpretation of the proposal, if made, will be made only by an addendum duly issued by the Finance Director. A copy of such addendum will be mailed or delivered to each vendor having receiving a set of proposal documents. COSB will not be responsible for any other explanations or interpretations of the proposed proposal made or given prior to the proposal opening or

award of contract.

Protest Procedures: An alleged aggrieved protestant shall comply with the following protest procedures, and failure to comply in the manner prescribed shall automatically relieve COSB from accepting or considering that protest:

The alleged aggrieved protestant must file, in writing, to COSB the exact reason for the protest, attaching any supportive data. The protestant must state within the written protest document specifically (not by inference) what action by COSB or condition is being protested as inequitable, making, where appropriate specific reference to the RFP documents issued and including the specific citation of law, rule, regulation, or procedure upon which the protest is based. The protest document must also state the corrective action requested. Failure by the alleged aggrieved protestant to fully submit such information shall relieve COSB from any responsibility to take any corrective action, and as a result of noncompliance, the appeal will be dismissed without further review.

Any actual or prospective contractor may protest the solicitation or award of a contract for material violation of COSB's procurement policy. Any protest against a COSB solicitation must be received before the due date for receipt of bids or proposals and any protest against the award of a contract must be received within ten calendar days after contract award or the protest will not be considered. All protests must be in writing and submitted to the Finance Director for a written decision. The Finance Director shall make a recommendation to the Contracting Officer who shall issue a written decision and findings to the Contractor within 30 days from receipt of the written protest. This decision is then appealable to the Board of Commissioners within 30 days of receipt of the written decision. Appeals which are not timely filed will not be considered and the decision becomes final. All appeals shall be marked as follows and sent via Certified Mail to the address listed below:

APPEAL OF RFP NO. 2019-10-001  
 B e l e n P e n a  
 F i n a n c e D i r e c t o r  
 485 N. Sam Houston Blvd.  
 San Benito, TX 78586.

#### **8. VENDOR DISCOUNTS**

Percent discounts within a certain period of time can be considered in making the award. The period of the discount offered should be sufficient to permit payments within such period in the regular course of business by the City of San Benito.

In connection with any discounts offered, time will be computed from the date of receipt of supplies or service or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date the check is mailed.

#### **9. INTENT OF CONTRACT**

There are two types of contracts awarded for materials, equipment or services.

- (a) **ACTUAL QUANTITIES CONTRACT:** Quantities specified are actual amounts and are based on the best available information. The purpose of this contract is to establish prices for

the amounts and kind of commodities indicated. The quantity indicated is the quantity COSB wants to purchase, but the actual amount purchased is subject to change orders, which may increase or decrease the commodities purchased by 25% more or less.

- (b) **ANNUAL SUPPLY CONTRACTS:** This contract does not commit COSB to purchase the quantities indicated. The quantities are estimates and are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should COSB need to purchase these commodities or services. Since the quantities are estimates, COSB may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of COSB shall govern the amount that is purchased and change orders shall not be applicable. The COSB's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void. If the contract is for the construction of public works or for the purchase of materials, equipment, and supplies, the municipality may let the contract on either on a lump-sum basis or a unit price basis as COSB determines in the specifications. If the contract is let on a unit price basis, the information furnished to Vendors is the approximate quantity needed, based on the best available information, but payment to the contract will be based on the actual quantity constructed or supplied according to the change orders.

#### 11. AWARD OF CONTRACT

- (a) The contract will be awarded to the lowest responsible vendor or the vendor who provides the best value for COSB and whose price and other factors have been considered in accordance to the provisions of the State of Texas - Local Government Code.
- (b) COSB reserves the right to accept any item or group of items in the proposal specifications, unless the vendor qualifies its proposal by specific limitation. Proof: The vendor shall bear the burden of proof of compliance with COSB specifications.
- (c) A written award of acceptance (a duly approved purchase order or Letter of Award) furnished by COSB to the successful vendor results in a binding contract without further action by either party. These Terms and Conditions shall be the basis and governing document of the binding contract.
- (d) Prices must be quoted Free on Board (FOB) Destination, San Benito, Texas, unless otherwise specified in the invitation to Proposal. The place of delivery shall be that set forth in the purchase order.
- (e) **Title & Risk of Loss:** The title and risk of loss of goods shall not pass to COSB until COSB actually receives and takes possession of the goods at the point or points of delivery. The terms of this agreement is "no arrival, no sale".
- (f) Delivery time and prompt payment discounts will be considered in breaking ties. In the event of a tie proposal, the successful Vendor will be determined by choosing lots at COSB Board meeting.
- (g) COSB shall give written notice to the contractor (supplier) if any of the following conditions exist:
1. Contractor does not provide materials in compliance with specifications and/or within the time schedule specified in proposal.
  2. Contractor neglects or refuses to remove materials or equipment which have

been rejected by COSB if found not to comply with the specifications.

3. The contractor makes an unauthorized assignment for the benefit of any contractor. Upon receiving written notification from COSB that one of the above conditions has occurred, the contractor must remedy the problem within ten days, to the complete satisfaction of COSB, or the contract will be immediately canceled.

**12. PAYMENTS & INVOICING**

- (a) All invoices to the COSB have a 30-day term from receipt of supplies or completion of services.
- (b) Discount terms will be computed from the date of receipt and acceptance of supplies or services. Payment shall be deemed to be made from that date.
- (c) All invoices must show the purchase order number and invoices shall be legible. Items billed on invoices should be specific as to applicable stock, manufacturer catalog or part number. All items must show unit prices. If prices are based on discounts from list, then list prices must appear on Proposal schedule.

All invoices shall be mailed to the Finance Department Accounts Payable 485 N. Sam Houston Blvd. San Benito, TX 78586

**13. NON-COLLUSIVE AFFIDAVIT**

**COSB** may require that vendors submit a Non-Collusive Affidavit. The vendor will be required to state that the party submitting a proposal or Proposal, that such proposal or proposal is genuine and not collusive or sham; that said vendor has not colluded, conspired, connived or agreed, directly or indirectly, with any vendor or person, to put in a sham proposal or to refrain from submitting the proposal, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the proposal price or affiant or of any other vendor, or to fix any overhead, profit or cost element of said proposal price, or of that of any other vendor, or to secure any advantage against the City of San Benito or any person interested in the proposed contract; and that all statements in said proposal are true.

**14. ACRONYMS, SLANG OR ABBREVIATIONS**

RFP	Request for Proposal
REP	Retailer Electric Provider
ESI	Electric Service Identifiers
AEP	American Electric Power
ERCOT	Electric Reliable Council of Texas
ID	Identification
IDR	Interval Data Recorder
UFE	Unaccounted For Energy
QSE	Qualified Scheduling Entities
TDSP	Transportation Distribution Service Provider
PUCT	Public Utility Commission of Texas
COSB	City of San Benito
POLR	Provider Of Last Resort
FOB	Free On Board



## Appendix C

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b> For vendor doing business with local governmental entity		<b>FORM CIQ</b>
<p><b>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</b></p> <p>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).</p> <p>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.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>		<b>OFFICE USE ONLY</b>
<p><b>1</b> Name of vendor who has a business relationship with local governmental entity.</p>		Date Received
<p><b>2</b> <input type="checkbox"/> 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.)</p>		
<p><b>3</b> Name of local government officer about whom the information is being disclosed.</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Name of Officer</p>		
<p><b>4</b> 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.</p> <p style="margin-left: 40px;">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?</p> <p style="margin-left: 80px;"><input type="checkbox"/> Yes      <input type="checkbox"/> No</p> <p style="margin-left: 40px;">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?</p> <p style="margin-left: 80px;"><input type="checkbox"/> Yes      <input type="checkbox"/> No</p>		
<p><b>5</b> 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.</p>		
<p><b>6</b> <input type="checkbox"/> 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).</p>		
<p><b>7</b></p> <p style="text-align: center;">_____ Signature of vendor doing business with the governmental entity</p> <p style="text-align: right;">_____ Date</p>		



Appendix D

NON-COLLUSION AFFIDAVIT

THE STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

\_\_\_\_\_ (print-type name), being first duly sworn, deposes and says that:

1. He/she is the \_\_\_\_\_ (owner, partner, officer, representative, or agent) of \_\_\_\_\_, the Bidder that has submitted the attached Bid:
2. He/she is fully informed respecting the preparation and contents of the attached Bid
3. Such Bid is genuine and is not a collusive or sham bid:
4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement, or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the attached Bid or of the bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the AGENCY or any person interested in the proposed Contract; and
5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties on interest, including this affiant.

\_\_\_\_\_  
Signature Title

THE STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

Before Me, the undersigned authority, a Notary Public in and for \_\_\_\_\_, on this day personally appeared \_\_\_\_\_ known to me to be the persons whose names are subscribed to the foregoing instruments, and acknowledged to me that they executed same for the purposes and considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this \_\_\_\_\_ day of \_\_\_\_\_ A.D., 20\_\_.

Seal \_\_\_\_\_  
Notary Public Signature

PLEASE SIGN AND RETURN WITH BID

## Appendix F

ACCOUNT #	METER #	ACCOUNT NO.	ESI-ID
12739-10009	112 063 791	785592	10032789447527940
14469-94002	112 064 471	831835	10032789437407300
14798-93001	UNMETERED	831833	10032789449942770
14999-77008	112 064 520	831835	10032789426424521
15119-39004	454 941 993	784888	10032789440109121
15442-00009	112 064 445	1256822	10032789421970775
16140-90015		1256831	10032789468272749
16709-66007	UNMETERED	831834	10032789427133130
17029-37005	UNMETERED	831834	10032789427133133
17578-02002	UNMETERED	831833	10032789499002820
18219-89003	111 445 039	831834	10032789464712780
18234-38009	559 100 420	1256828	10032789454196686
19119-55006	111 446 061	831834	10032789443156050
20099-70005	112 064 972	831835	10032789461278085
20218-01009	122 240 760	831835	10032789411466235
20519-75003	112 064 118	831835	10032789431905195
21139-17009	112 065 579	831835	10032789475166740
21998-72003	UNMETERED	831834	10032789483058890
23157-68017	UNMETERED		10032789407926155
23218-14002	112 064 512	831835	10032789444998172
23948-10007	575 212 920		10032789475219199
23998-80009	UNMETERED	786744	10032789458742161
24394-97008	112 064 466	1256832	10032789472890119
24908-77008	145 628 335		10032789411077076
24948-70005	111 426 199	831833	10032789413428641
26887-02009	UNMETERED	831833	10032789458178660
30146-80000	112 064 223	1256826	10032789440838200
30469-96000	UNMETERED	831833	10032789430793470
30929-69002	454 941 516	782264	10032789402431440
31179-59004	111 446 089	824494	10032789477288759
31769-26009	111 446 062	831834	10032789436475850
31819-50008	112 065 551	782968	10032789417061860
32956-60000	111 396 834	857615	10032789413758015
34195-50005	111 445 866	857631	10032789433977589
34438-12005	UNMETERED	987715	10032789404328348
34828-82005	112 064 530	831835	10032789413176655
35478-65004	113 294 303	831834	10032789451380461

35849-78006	113 303 191	787128	10032789467543332
37479-47005	112 065 580	831835	10032789471298170
37989-59004	112 064 570	824486	10032789411760168
38394-57003	136 196 175	1256836	10032789481552915
38888-61008	112 064 529	831835	10032789401192030
39008-32003	111 426 169	831834	10032789493011390
40244-70008	454 941 515	1256817	10032789407390470
40324-30009	559 100 497	1256821	10032789417516917
40498-55007	112 064 382	831834	10032789402562510
41209-06009	112 064 167	831835	10032789430683885
41625-81002	119 661 024		10032789442059785
42029-67006	454 598 362	831834	10032789441024007
42469-77000	UNMETERED	831834	10032789464712781
43178-83000	UNMETERED	831833	10032789449942773
43549-05001	UNMETERED	831833	10032789436589921
44234-28008		1256829	10032789464509960
44748-71008	558 778 029	1009906	10032789499705768
44822-00004	UNMETERED	831834	10032789494754470
45134-63006	112 064 525		10032789451051050
46868-62004	UNMETERED	831833	10032789485563850
46998-13006	135 636 719	1138622	10032789476831729
49294-39005	113 141 505	1256820	10032789415063187
49798-82001	112 064 480	831834	10032789481314250
50409-68004	454 941 518	787384	10032789475079081
51534-68006	559 100 438	1256835	10032789474719228
52798-19005	111 445 486	831834	10032789496942120
53444-78007	142 788 923	1256825	10032789439844929
53649-65001	112 064 229	831835	10032789432073761
54644-78005	575 212 573		10032789438105820
55289-08004	112 063 842	831834	10032789475333111
55739-46009	UNMETERED	831834	10032789427133132
55784-09001	559 100 428	1256823	10032789423826987
57819-16000	112 065 510	831833	10032789436589920
59576-51003	112 064 200	857632	10032789414831265
61662-34006	145 229 500		10032789427380896
63096-30006	UNMETERED	831834	10032789419561232
63318-41006	UNMETERED	831834	10032789402562511
64999-60017	114 895 932	831835	10032789424825221
65278-03001	UNMETERED	831833	10032789478431620
65699-44007	UNMETERED	831834	10032789443205860
65889-45006	454 941 566	831835	10032789434439501

66499-87008	111 397 506	831834	10032789424949890
67388-34007	UNMETERED	831834	10032789444365570
67959-27003	UNMETERED	787448	10032789475079082
68244-90017	559 100 437	1256819	10032789414791399
70078-91006	UNMETERED	857628	10032789499206340
70834-37000	559 100 429	1256838	10032789489451615
71484-46009			10032789487012210
71609-32004	139 734 395		10032789425641799
71645-48008	UNMETERED		10032789451051052
71909-69000	UNMETERED	831833	10032789467100880
71939-27004	113 139 179	831835	10032789427201190
72579-98009	454 941 565	786424	10032789456685260
73394-18000	112 064 230	1256839	10032789498250826
73464-62009	111 445 922	1256818	10032789408059298
73646-21006	UNMETERED	831834	10032789420517840
73686-10009	454 941 517	857617	10032789420986620
73868-91002	112 064 956	831835	10032789412697010
75409-29009	UNMETERED	784952	10032789440109122
75894-18009	112 065 541	1256830	10032789465759568
76375-00001	127 355 286	1213998	10032789428905708
76588-40000	112 064 532	831835	10032789499717400
76679-20002		824490	10032789444693062
77178-73005	559 100 421	831835	10032789450067511
77195-90009	UNMETERED	831834	10032789427133131
78956-81005	111 445 346	1256816	10032789406994127
79209-47009	113 143 231	831833	10032789438925260
79508-21009	UNMETERED	831833	10032789403408280
79584-20013	113 139 186	831835	10032789488957760
79779-49006	133 140 331	818072	10032789483054981
79799-28005	UNMETERED	831834	10032789459195031
79954-52006	114 865 211	1213999	10032789454022439
79958-52006	UNMETERED	831834	10032789485662612
80656-44008	112 063 814	831835	10032789418073530
81559-38004	111 396 820	857622	10032789458742160
81628-92004	UNMETERED	831833	10032789481139490
81734-27004	113 871 662	1258593	10032789497911216
81868-34004	134 237 647	831834	10032789454011550
82188-25004	455 386 648	831835	10032789476453330
82238-04008	113 143 212	1249850	10032789446242429
82258-54006	112 064 232	831835	10032789452390630
82348-70018	559 100 443	1256833	10032789473058635

83269-60005	112 064 942	831834	10032789471093221
83845-80007	UNMETERED	1256827	10032789444390106
83914-47008	559 100 476	1256837	10032789485367908
85047-70001	111 445 483	1256834	10032789474512587
85079-85004	113 293 793	831835	10032789430889821
87488-43001	112 064 531	831835	10032789453811770
87874-88008	559 100 478	1256824	10032789430295295
89308-31000	112 064 953	831835	10032789402594981
90155-50016	UNMETERED		10032789451051051
90399-18001	125 244 123	857626	10032789460729795
94039-84000	558 778 032	831834	10032789438675131
94409-08000	559 100 498	831833	10032789460857375
95446-03008	112 064 416	831835	10032789455804910
95519-37000	UNMETERED	831834	10032789474239585
97706-89005	559 100 482	1256815	10032789406924447
98139-35008	UNMETERED	831834	10032789435309510
98219-16008	558 782 467	1010019	10032789428414085
831835	112064529		10032789401192030
	114875187		10032789435192127
1307499	112064414		10032789426353050
1317289	114872027		10032789416332037
1317290	122324973		10032789469187678
1317291	122324950		10032789475966067
1350184	122240728		10032789410894925
1358533	129024611		10032789475522858
1372328	129107776		10032789499703665
1380007	128682124		10032789493958727
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1444732	134237584		10032789489412691
1618735	145628311		10032789408168561