



EDINBURG CONSOLIDATED INDEPENDENT SCHOOL DISTRICT  
PURCHASING DEPARTMENT  
411 North 8<sup>th</sup>/DRAWER 990  
EDINBURG, TEXAS 78541  
PH: (956) 289-2311  
FX: (956) 383-7687

## Request for PROPOSALS

NO: 20-96

TITLE: RETAIL ELECTRIC SERVICE

This Proposal includes the following forms:

- Intent to Bid
- Vendor Check List
- Standard Terms & Conditions
- Felony Conviction Notification
- Conflict of Interest Questionnaire
- Certification of Interested Parties Example
- Deviation Form
- Authorization for W-9/Direct Deposit
- Special Terms & Conditions
- ATTACHMENT: Proposal Forms

**CLOSING TIME/DATE:**

Closing Time: 3:00 P.M.

Closing Date: June 11, 2020

**BUYER:**

**ClauDina Longoria, Senior Buyer**

Phone: 956-289-2311, Ext.2135

Fax: 956-383-7687

Email: [d.longoria@ecisd.us](mailto:d.longoria@ecisd.us)

**DELIVER BIDS TO:**

Edinburg CISD

Office of the Purchasing Director

411 North 8<sup>th</sup> Ave, 2<sup>nd</sup> Floor

Edinburg, TX 78541

 5/25/20  
Purchasing Director Date

DATE WEBBED: May 25, 2020

\*Do not deliver Bids/CSPs/RFPs/RFQs to other ECISD locations. All Bids/CSPs/RFPs/RFQs must be delivered to the delivery address above on or before the Bids/CSPs/RFP/RFQs closing time/date. Purchasing will not be responsible for late submittals as per Board Policy CH (LOCAL).

## Vendor Certification

The undersigned, by his/her signature, represents the he/she is authorized to bind the bidder to fully comply with the terms and conditions on this bid, including all forms and attachments included herein, for the amount(s) shown on the accompanying bid form(s), if accepted within sixty (60) calendar days after bid opening. **Note: Bidder is strongly encouraged to read the entire Solicitation prior to submitting. Failure to provide the above information in its entirety may be grounds for disqualification of response.**

Firm Name: \_\_\_\_\_

Telephone 1-800-\_\_\_\_\_

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

Or: \_\_\_\_\_

City: \_\_\_\_\_

Fax: \_\_\_\_\_

State: \_\_\_\_\_ Zip: \_\_\_\_\_

Web Address: \_\_\_\_\_

Email: \_\_\_\_\_

(Signature of Person Authorized to Sign Bid)

Date: \_\_\_\_\_

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

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

(Please print or type name above)

I can deliver in \_\_\_\_\_ days. Early Payment Discount \_\_\_\_\_% if Paid in \_\_\_\_\_ Days, Net 30

## INTENT TO BID

Fax, this page only, if solicitation was not faxed or e-mailed directly to your company. All other solicitation documents must be enclosed in a sealed envelope and mailed to the Purchasing Department.

This page is required if solicitation was downloaded without receiving an invitation by the District. Please complete and fax to 956-383-7687 immediately in order to be added to the vendor list and receive addendums or updates regarding this solicitation. It is the intent of the Purchasing Department to ensure that all interested vendors receive addendums or updates, but it will be the vendor's responsibility to check the Purchasing site periodically. If there are addendums posted on the site and your company has not been notified by fax or e-mail, it will be the vendor's responsibility to download from Purchasing site and make sure to include with their packet.

The Edinburg CISD Purchasing solicitations and addendums are available on line at [www.ecisd.us](http://www.ecisd.us).

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

ORGANIZATION: \_\_\_\_\_

STREET ADDRESS: \_\_\_\_\_

STREET ADDRESS 2: \_\_\_\_\_

CITY: \_\_\_\_\_

STATE: \_\_\_\_\_

ZIP CODE: \_\_\_\_\_

WORK PHONE: \_\_\_\_\_

FAX: \_\_\_\_\_

E-MAIL: \_\_\_\_\_

WEB SITE: \_\_\_\_\_

## VENDOR CHECK LIST

- |   |         |        |
|---|---------|--------|
| 1. Signed Standard Terms & Conditions                             | ___ Yes | ___ No |
| 2. Signed Felony Conviction Notification                          | ___ Yes | ___ No |
| 3. Signed Conflict of Interest Questionnaire                      | ___ Yes | ___ No |
| 4. Signed Deviation Form  | ___ Yes | ___ No |
| 5. Read and understood Special Terms & Conditions                 | ___ Yes | ___ No |
| 6. Filled out Bid Form  | ___ Yes | ___ No |
| 7. Completed & submitted W9/Authorization for Direct Deposit Form | ___ Yes | ___ No |
| 8. Signed Certification of Interested Parties (Form 1295)         | ___ Yes | ___ No |
| 9. Completed & signed Vendor Check List                           | ___ Yes | ___ No |

I have read all the specifications and general bid requirements and do hereby certify that all items submitted meet all specifications, conditions, and instructions of said solicitation, and will follow District policy DBD (Local). The signature below confirms that our company will enter into a binding contract with Edinburg CISD for item(s) awarded to our company.

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

\_\_\_\_\_  
Print/Type Signature Name

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Official Title

STANDARD TERMS & CONDITIONS

(REVISED SEPTEMBER 2018)

PLEASE READ THE FOLLOWING CAREFULLY, AND RETURN THE SIGNATURE PAGE WITH YOUR BID OR PROPOSAL.

The following terms and conditions are requirements that are binding upon the vendor awarded the bid and they communicate the Edinburg School District's expectations in regard to the bidder's performance in connection with the district's purchase.

1. **Seller of Package Goods:** Seller will package goods in accordance with good commercial practice. Each shipping container shall be clearly and permanently packed as follows:
  - a. Seller's name and address;
  - b. Consignee's name, address and purchase order or purchase release number and the supply agreement number if applicable;
  - c. Container number and total number of containers, e.g. box 1 of 4 boxes; and the number of the container bearing the packing slip.
  - d. Seller shall bear cost of packaging unless otherwise provided.
  - e. Goods shall be suitably packed to secure lowest transportation costs and to conform to requirements of common carriers and any applicable specifications.
  - f. Buyer's count or weight shall be final and conclusive on shipments not accompanied by packing lists.
2. **Shipment under Reservation Prohibited:** Seller is not authorized to ship the goods under reservation and no tender of a bill of lading will operate as a tender of goods.
3. **Title and Risk of Loss:** The title and risk of loss of the goods shall not pass to Buyer until Buyer actually receives and takes possession of the goods at the point or points of delivery.
4. **Delivery Terms and Transportation Charges:** F.O.B. Destination Freight Prepaid unless terms are specified otherwise in bid:
5. **No Placement of Defective Tender:** Every tender or delivery of goods must fully comply with all provisions of this contract as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and Seller shall not have the right to substitute a conforming tender provided, where the time for performance has not yet expired, the Seller may reasonably notify Buyer of his intention to cure and may then make a conforming tender within the contract time but not afterward.
6. **Place of Delivery:** The place of delivery shall be that set forth on the purchase order. Any change thereto shall be effected by modification as provided for in Clause 20, "Modifications," hereof. The terms of this agreement are "no arrival, no sale."
7. **Invoices:** Seller shall submit separate invoices, in duplicate, on each purchase order after each delivery. Invoices shall indicate the purchase order number, shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading, and the freight weight bill when applicable, should be attached to the invoice. Mail to:

**Edinburg Consolidated Independent School District**  
**Attn.: Accounts Payable Department**  
**Drawer 990**  
**Edinburg, Texas 78540-0990**
8. **Payments:** The payment shall not be due until the above instruments are submitted after delivery. Suppliers should keep the Accounts Payable Department advised of any changes in your remittance addresses.
9. **Taxes:** Do not include Federal Excise, State or City Sales Tax. School District shall furnish tax exemption certificate, if required.
10. **Gratuities:** The Buyer may, by written notice to the Seller, cancel this contract without liability to Seller if it is determined by Buyer that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Seller, or any agent, or representative of the Seller, to any officer or employee of the School District with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending or the making or any determinations with respect to the performing of such a contract. In the event this contract is canceled by Buyer pursuant to this provision, Buyer shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller in providing such gratuities.
11. **Special Tools and Test Equipment:** If the price stated on the face hereof includes the cost of any special tooling or special test equipment fabricated or required by Seller for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the Buyer and to the extent feasible shall be identified by the Seller as such.
12. **Warranty Price:** The price to be paid by the Buyer shall be that contained in Seller's bid which Seller warrants to be no higher than Seller's current prices on orders by others for products of the kind and specification covered by this agreement for similar quantities under similar or like conditions and methods of purchase. In the event Seller breaches this warranty, the prices of the items shall be reduced to the Seller's current prices on orders by others, or in the alternative, Buyer may cancel this contract without liability to Seller for breach or Seller's actual expense. The Seller warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. For breach or violation of this warranty, the Buyer shall have the right in addition to any other right or rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.



13. **Warranty Products:** Seller warrants that the goods furnished will conform to the specifications, drawings and descriptions listed in the bid invitation and to the sample(s) furnished by Seller, if any. In the event of a conflict between the specifications, drawings and descriptions, the specifications shall govern. Seller shall not limit or exclude any implied warranties and any attempt to do so shall render this contract voidable at the option of the Buyer.
14. **Safety Warranty:** Seller warrants that the product sold to Buyer shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act (OSHA) of 1970. In the event the product does not conform to OSHA standards, Buyer may return the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate correction within 15 working days, correction made by Buyer will be at Seller's expense.
15. **No Warranty by Buyer against Infringements:** As part of this contract for sale, Seller agrees to ascertain whether goods manufactured in accordance with the specifications attached to this agreement will give rise to the rightful claim of any third person by way of infringement or the like. Buyer makes no warranty that the production of goods according to the specification will not give rise to such a claim, and in no event shall Buyer be liable to Seller for indemnification in the event that Seller is sued on the grounds of infringement or the like. If Seller is of the opinion that an infringement or the like will result, the Seller will notify Buyer to this effect in writing within two weeks after the signing of this agreement. If Buyer does not receive notice and is subsequently held liable for the infringement or the like, Seller will hold Buyer harmless. If Seller in good faith ascertains that production of the goods in accordance with the specifications will result in infringement or the like, this contract shall be null and void except that Buyer will pay Seller the reasonable cost of his search as to infringements.
16. **Right of Inspection:** Buyer shall have the right to inspect the goods at delivery before accepting them.
17. **Cancellation:** Buyer shall have the right to cancel for default all or any part of the undelivered portion of this order if Seller breaches any of the terms hereof including warranties of Seller or if the Seller becomes insolvent or commits acts of bankruptcy. Such right of cancellation is in addition to and not in lieu of any other remedies, which Buyer may have in law or equity.
18. **Termination:** The performance of work under this order may be terminated in whole or in part by the Buyer in accordance with this provision. Termination of work there under shall be effected by the delivery to the Seller of a "Notice of Termination" specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective. Such right of termination is in addition to and not in lieu of rights of Buyer set forth in Clause 15, herein.
19. **Force Majeure:** If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority; insurrections; riots; epidemics; landslides; land sinkage; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.
20. **Assignment Delegation:** No right or interest in this contract shall be assigned or delegation of any obligation made by Seller without the written permission of the Buyer. Any attempted assignment or delegation by Seller shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.
21. **Waiver:** No claim or right arising out of a breach of this contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved.
22. **Modifications:** This contract can be modified or rescinded only by a writing signed by both parties to the contract or their duly authorized agents.
23. **Interpretation Parole Evidence:** This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this agreement. Acceptance or acquiescence in a course of performance rendered under this agreement shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is to control.
24. **Applicable Law:** This agreement shall be governed by the Uniform Commercial Code. Wherever the term "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas effective and in force on the date of this agreement.
25. **Advertising:** Seller shall not advertise or publish, without Buyer's prior consent, the fact that Buyer has entered into this contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state or local government.

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26. **Right to Assurance:** Whenever one party to this contract in good faith has reason to question the other party's intent to perform he/she may demand that the other party give written assurance of his/hers business intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.
27. **Venue:** Both parties agree that venue for any litigation arising from this contract shall lie in Hidalgo County, Texas.
28. **Prohibition Against Personal Interest in Contracts:** Any board member which has any substantial interest, either direct or indirect, in any business entity seeking to contract with the district, shall, before any vote or decision on any matter involving the business entity, file an affidavit stating the nature and extent of interest and shall abstain from any participation in the matter. This is not required if the vote or decision will not have any special effect on the entity other than its effect on the public. However, if a majority of the governing body are also required to file, and do file similar affidavits, then the member is not required to abstain from further participation. Vernon's Texas Codes Annotated, Local Government Code. Chapter 171.
29. **Penalties for Non-Performance:** If, at any time, the contractor fails to fulfill or abide by the terms, conditions, or specifications of the contract, the Edinburg Consolidated Independent School District reserves the right to:
- Purchase on the open market and charge the contractor the difference between contract and actual purchase price, or
  - Deduct such charges from existing invoice totals due at the time, or
  - Cancel the contract within thirty (30) days written notification of intent
30. **Right to Investigate:**
- Capacity
  - Financial Information
  - Business Records (Federally Funded Contracts)
31. **Bidder Qualification:** Bidders not on the District's bid list, may be required to prove their qualifications concerning the following criteria:
- Financial capabilities
  - Bonding status
  - Contractual history (references)
  - Ability to fulfill and abide by the terms and specifications
  - Quality and stability of product and sources
32. **District Bid Forms:** Bid proposal not submitted on District's bid forms will be rejected. Faxed or e-mail submittals will not be accepted. These forms of submittals will be destroyed or deleted and the vendor will be notified immediately.
33. **Addendums:** In the event that it becomes necessary to clarify or revise this solicitation, such clarification or revision will be by an addendum. Any addendum will be posted on the District's Purchasing Website. It will be the vendor's responsibility to check the site for any and all addendums. Any addendums to this solicitation shall become part of this solicitation. It is also at the Districts discretion to fax or email addendums as deemed necessary.
34. **Delinquent School Taxes:** The Edinburg CISD shall not do business with any individual or company that is delinquent in the payment of their school taxes. In accordance with law, the District shall not enter into a contract or other transaction with a person indebted to the District, nor shall the District award a contract to or enter into a transaction with an apparent low Contractor or successful proposer indebted to the District.
- \_\_\_\_\_ I am not a delinquent taxpayer to the Edinburg CISD.
- \_\_\_\_\_ I am a delinquent taxpayer to Edinburg ISD (your bid may be disqualified if your debt is not cleared prior to award.)
35. **"OR EQUAL" Products:** Whenever an article or material is defined by describing a proprietary product or by using the name of a manufacturer, the term "or equal", if not inserted, shall be implied. The specified article or material shall be understood as indicating the type, function, minimum standard of design, efficiency, and quality desired and shall not be construed as to exclude other manufactured products of comparable quality, design and efficiency. The District reserves the right to waive any or all technicalities, and shall be the sole judge in determining equality, technicalities and formalities. Bidders offering substitute items must indicate manufacturer's name and model number.
36. **Deviation(s)** – Any deviation(s) to the specification(s) shall be listed on a separate sheet(s) of paper and attached to the bid response form identifying the section number, component(s) with deviation(s) and a clearly defined explanation for the deviation(s). It is the bidder's responsibility to submit a bid that meets all mandatory specifications stated within. Because of the variations in manufacturer's construction, the bidder must compare their product bid with the required listed minimum specifications and identify any deviations. Failure to properly identify deviations may render the bidder's proposal non-responsive and not capable of consideration for award. Bidders should note that a descriptive brochure of the model bid may not be sufficient or acceptable as proper identification of deviations from the written specifications.
37. **Right to award:** The District reserves the right to award the bid in its entirety, partially, or reject it. The District reserves the right to buy any and/or all supplies from any vendor.
38. **Right to increase or decrease quantities:** The District reserves the right to increase or decrease the number of articles called for in any item of the specifications or to eliminate items entirely. Bidder's proposal will be adjusted in accordance with the unit price quoted therein.
39. **Renewal Option for Term Contracts:** There will be a renewal option to extend this term contracts, if applicable, for an additional one (1) year period if all parties agree to the renewal in writing and all bid prices, discounts, terms and conditions remain the same. In no instance shall this extension be considered automatic.

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40. **Warranty & Guarantees:** Except as otherwise specified, the bidder warrants and guarantees all work against defects in materials, equipment or workmanship for one (1) year from the date of final acceptance. Upon receipt of written notice from the District of the discovery of any defects, the bidder shall remedy the defects and replace any property damaged there from occurring within the warranty and guarantee period.
41. **Evaluation Factors:** The bid award shall be based on the following evaluation factors:
- the purchase price;
  - the reputation of the vendor and of the vendor's goods or services;
  - the quality of the vendor's goods or services;
  - the extent to which the goods or services meet the district's needs;
  - the vendor's past relationship with the district;
  - the total long-term cost to the district to acquire the vendor's goods or services
42. **Non-Collusive Bidding Certification:** By submission of this bid or proposal, the bidder certifies that:
- This bid or proposal has been independently arrived at without collusion with any other bidder or with any competitor;
  - This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to any other bidder, competitor or potential competitor;
  - No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal;
  - The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the bidder as well as to the person signing in its behalf.
43. **EEOC Non-Discrimination Statement:** It is the policy of Edinburg CISD not to discriminate on the basis of sex, age, handicap, religion, race, color, or national origin in its educational programs.
44. **Conflict of Interest Disclosure:** Pursuant to Chapter 176, Texas Local Government Code, vendors doing or seeking to do business with Edinburg CISD must submit a Conflict of Interest disclosure form if they have a business relationship as defined by Section 176.001 (1-a) with a local government entity and meet the disclosure requirements of Section 176.006(a). A person commits an offense (Class C misdemeanor) if they knowingly violate Section 176.006, Local Government Code.
45. **Certificate of Interested Parties:** All Bids, CSPs, RFPs, RFQs prior to award or award of Contract by the School Board will require that the Texas Ethics Commission (TEC) Form 1295 Electronic (on line) Vendor filing procedure be completed by Vendor. All Vendors being recommended to the Board of Trustees for award or renewal of award on Agenda must register and obtain a TEC Certification for the specific award. This certification Form 1295 must be electronically submitted, printed and notarized. Notarized form must be submitted as a required form for this solicitation. There is no charge for this TEC online process.
- Texas Ethics Commission (TEC) Form 1295 must be completed (by firm – on line “New Form 1295 Certificate of Interested Parties Electronic Filing Application” site at: [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)). The TEC website includes Question/Answers and Video instructions.
46. **Declaration of Business Location – Texas Education Code 44.031 (b)(8).** By signing below, Contractor certified the Contractor's or the Contractor's ultimate parent company or majority owner:
- \_\_\_\_ A. Has its principal place of business in the State of Texas; OR \_\_\_\_ B. Employs at least 500 persons in the State of Texas
- \_\_\_\_ C. Principal Place of business is not in the State of Texas: \_\_\_\_\_ (City,State)
47. **Owner(s) Name of Business:** By signing below, Contractor certified the owner(s) name of the business submitting bid is/are: (Please print name(s) below. If not applicable, please indicate N/A.)
- \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
48. **Texas Historically Underutilized Business (HUB) - Texas Education Code 44.031(b)(6) or Small and Minority Firms, Women's Business Enterprises and Labor Surplus Area Firm:** Contractor certified the Bidder's company is HUB certified with the State of Texas.
- \_\_\_\_ I am an Active certified HUB vendor. HUB expiration date: \_\_\_\_\_
- \_\_\_\_ Small and Minority Firms, Women's Business Enterprises and Labor Surplus Area Firms
- \_\_\_\_ I am neither.
49. **Criminal History Record Information Review of Certain Contract Employees:** By signing below, the Contractor agrees to comply with Section 22.0834. Criminal History Record Information Review of Certain Contract Employees, Texas Education Code if awarded a contract through this solicitation. The undersigned Contractor, if awarded a contract, shall obtain criminal history record information through the

criminal history clearinghouse as provided by Section 411.0845, Government Code relating to an employee or applicant who has or will have continuing duties related to the contracted services; and the employee or applicant has or will have direct contact with students. The contractor agrees to certify of the receipt of criminal history record information before or immediately after employing or securing the services of the employee or applicant that has or will have continuing duties related to the contracted services if the employee or applicant has or will have direct contact with students. The Contractor further agrees that if awarded a contract, shall assume all expenses associated with the criminal background check and shall immediately remove any employee or agent who was convicted of a felony, or misdemeanor involving moral turpitude, as defined by Texas law, from District property or the location where students are present.

\_\_\_\_\_ None of my employees and any of the subcontractors has or will have continuing duties related to the contracted services; and has or will have direct contact with students. I further certify that my company has taken precautions or imposed conditions to ensure that my employees and any subcontractor will not have continuing duties related to the contracted services; and will not have direct contact with students throughout the term of the Contract.

**OR**

\_\_\_\_\_ Some or all of my employees and/or my subcontractors will have continuing duties related to the contracted services; and will have direct contact with students. I further certify that:

1. I have obtained all required criminal history record information regarding all of my employees and/or my subcontractors. None of my employees and/or my subcontractors has any conviction or other criminal history information if a the time of the offense, the victim was under 18 or enrolled in a public school: (a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedures; or (c) an equivalent offense under federal law or the laws of another state. IF AVAILABLE, ATTACH A COPY OF YOUR FAST PASS RECEIPT.
2. If you received information that any of my employees and/or subcontractors subsequently has a reported criminal history, I will immediately remove the covered employee from contract duties and notify the District in writing immediately.
3. I will provide the District with the names and any other requested information regarding any of my employees and/or subcontractors so the District may obtain criminal history record information if awarded a contract.
4. If the District objects to the assignment of any of my employees and/or subcontractors, I agree to discontinue using the individual to provide services to the District.

50. **Contract Provisions for contracts under Federal Awards:** By submission of this bid, Contractor agrees to comply with the following provisions.

- 50.1 Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulation Council (Councils) as authorized by 41 U.S.C.1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- 50.2 All contracts in excess of \$10,000 must address termination for cause and for convenience including the manner by which it will be effected and the basis for settlement.
- 50.3 Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
- 50.4 Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$12,000 must include a provision for compliance with the Davis-Bacon Act (40 U.S.C 3141-3144, and 3146-3148 as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Finance and Assisted Construction"). In accordance with the statue, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145) as supplemented by Department of Labor regulations (20 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or sub-recipient must be prohibited from including, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The entity must repair all suspected or reported violation to the Federal awarding agency.
- 50.5 Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is



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compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- 50.6 Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or sub recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or sub recipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
- 50.7 Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and sub grants of amounts in excess of \$150,000 must contain a provision that requires the award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- 50.8 Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- 50.9 Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the award.
- 50.10 A an entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
51. Debarment and Suspension (Executive Orders 12549 and 12689): By signing below Contractor certified that neither it nor its principals are currently listed on the government-wide exclusions in SAM as debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Contractor further agrees to immediately notify the District if he/she is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.
52. Vendor must comply with H.B. No. 89 Chapter 2270. Prohibition on Contracts with Companies Boycotting Israel.

**I, the undersigned authorize agent for the company named below, certify that the information concerning Section 1-52 listed above has been reviewed by me and the information furnished is true to the best of my knowledge. I further certify that I agree to comply with Sections 1-52 listed above.**

\_\_\_\_\_  
Print/Type Signature Name

\_\_\_\_\_  
Official Title

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

**FELONY CONVICTION NOTIFICATION**

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State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."

Subsection (b) states "a school district may terminate a contract with a person or business entity if the district determines that the person or the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

This Notice Is Not Required of a Publicly-Held Corporation

I, the undersigned agent for the firm named below, certify that the information concerning notification of felony convictions has been reviewed by me and the following information furnished is true to the best of my knowledge.

\_\_\_\_\_  
Vendor's Name

\_\_\_\_\_  
Authorized Company Official's Name (Printed)

A. My firm is a publicly-held corporation; therefore, this reporting requirement is not applicable.

\_\_\_\_\_  
Signature of Company Official

B. My firm is not owned nor operated by anyone who has been convicted of a felony:

\_\_\_\_\_  
Signature of Company Official

C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony:

\_\_\_\_\_  
Names of Felon(s)

\_\_\_\_\_  
Details of Conviction(s)

\_\_\_\_\_  
Signature of Company Official

**CONFLICT OF INTEREST QUESTIONNAIRE****FORM CIQ****For vendor or other person doing business with local governmental entity**This questionnaire reflects changes made to the law by the H.B. 1491 80<sup>th</sup> Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person 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 7<sup>th</sup> business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

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

**OFFICE USE ONLY**

Date Received

1 Name of person doing business 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 September 1 of the year for which an activity described in Section 176.006 (a), Local Government Code, is pending and not later than the 7<sup>th</sup> business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3

Name of local government officer with whom filer has employment or business relationship.

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

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attached additional pages to this form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐

Yes

☐

No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income,

☐

Yes

☐

No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐

Yes

☐

No

D. Describe each employment or business relationship with the local government officer named in this section

4

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

\_\_\_\_\_  
Date



## CERTIFICATION OF INTERESTED PARTIES – FORM 1295

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### Definitions and Instructions for Completing Form 1295

Edinburg Consolidated Independent School District is required to comply with House Bill 1295, which amended the Texas Government Code by adding Section 2252.908, Disclosure of Interested Parties. Section 2252.908 prohibits Edinburg CISD from entering into a contract resulting from a Bid, CSP, RFP, RFQ, Inter-local Cooperative Quote with a business entity unless the business entity submits a Disclosure of Interested Parties – Form 1295 to Edinburg CISD at the time the business entity submits the signed contract. The Texas Ethics Commission has adopted rules requiring the business entity to file Form 1295 electronically with the Texas Ethics Commission.

***As a “business entity,” vendors must electronically complete, print, manually fill out Unsworn Declaration portion and sign. Once form is completed, submit with your proposals or contracts even if no interested parties exist.***

Proposers must file Certificate of Interested Parties – Form 1295 with the Texas Ethics Commission using the following online application:  
[https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

- Proposers must use the filing application on the Texas Ethics Commission's website (see link above) to enter the required information on Form 1295.
- Proposers must print a copy of the completed form, which will include a certification of filing containing a unique certification number.
- The Form 1295 must be printed and then signed by an authorized agent of the business entity.
- The completed Form 1295 with the certification of filing must be filed with Edinburg Consolidated Independent School District by including a copy of the completed form with the proposal response.
- Edinburg CISD must acknowledge the receipt of the filed Form 1295 by notifying the Texas Ethics Commission of the receipt of the filed Form 1295 no later than the 30<sup>th</sup> day after the date the contract binds all parties to the contract.
- After Edinburg CISD acknowledges the Form 1295, the Texas Ethics Commission will post the completed Form 1295 to its website within seven (7) business days after receiving notice from Edinburg CISD.

### Instructions to Vendors:

1. Read these instructions,
2. Go to the Ethics Commission Website [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm),
3. Register and complete Form 1295 online - include the bid/proposal # and the contract/(Bid,CSP,RFQ,RFP name,
4. Print a copy of the submitted Form 1295 and sign - it will have a certification # in the top right corner,
5. Include a copy of the completed, signed Form 1295 with the proposal response.

### Definitions:

- **Interested Party:** a person who:
  - 1) has controlling interest in a business entity with whom Edinburg CISD contracts; or
  - 2) actively participates in facilitating a contract or negotiating the terms of a contract, including a broker, intermediary, adviser, or attorney for the business entity.
- **Controlling Interest** means:
  - 1) an ownership interest or participating interest in a business entity by virtue of units, percentage, shares, stock, or otherwise that exceeds 10 percent;
  - 2) membership on the board of directors or other governing body of a business entity of which the board or other governing body is composed of not more than 10 members; or
  - 3) service as an officer of a business entity that has four or fewer officers, or service as one of the four officers most highly compensated by a business entity that has more than four officers.
- **Intermediary:** a person who actively participates in the facilitation of the contract or negotiating the contract, including a broker, advisor, attorney, or representative of or agent for the business entity who:
  - 1) receives compensation from the business entity for the person's participation;
  - 2) communicates directly with the governmental entity or state agency on behalf of the business entity regarding the contract; and
  - 3) is not an employee of the business entity.
- **Business Entity:** includes an entity through which business is conducted with a governmental entity or state agency, regardless of whether the entity is a for-profit or nonprofit entity.

### Resources:

#### Form 1295 Frequently Asked Questions:

- [https://www.ethics.state.tx.us/whatsnew/FAQ\\_Form1295.html](https://www.ethics.state.tx.us/whatsnew/FAQ_Form1295.html)

#### Instructional Video – First Time Business User:

- <https://www.ethics.state.tx.us/filinginfo/videos/Form1295/FirstLogin-Business/Form1295Login-Business.html>

#### Instructional Video – How to Create a Certificate:

- <https://www.ethics.state.tx.us/filinginfo/videos/Form1295/CreateCertificate/CreateCertificate.html>

A person or business entity entering into a contract and/or agreement with ECISD is required by the new Government Code Statute 2252.908, to complete Form 1295 "Certificate of Interested Parties". This form must be submitted online at [http://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](http://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm). Once the online submission has been processed and a claim number has been issued, the form must be printed with the claim number, Unsworn Declaration must be manually filled out and signed. Submit form along with this solicitation documents. IF Form 1295 is not submitted along with this solicitation documents, your response may be considered "non-responsive" and may be disqualified.

Forms provided by Texas Ethics Commission      [www.ethics.state.tx.us](http://www.ethics.state.tx.us)      Version V1.0.3337



## Edinburg Consolidated Independent School District Substitute W-9 & Direct Deposit Authorization Form

Complete form if: 1. You are a U.S. entity (including a resident alien) 2. You are a vendor that provides goods or services to ECISD; AND 3. You will receive payment from the Edinburg Consolidated ISD	New Request <input type="checkbox"/>	Update – Select from the following: Tax ID <input type="checkbox"/> Legal Name <input type="checkbox"/> Vendor Order Address <input type="checkbox"/> Direct Deposit <input type="checkbox"/> Contact Information <input type="checkbox"/> Vendor Payment Address <input type="checkbox"/>
Individual/Company/Entity Legal Name (Must match TIN below): _____		DBA Name (IF Applicable): _____
Taxpayer Identification Number (TIN) _____ - _____		<b>OR</b>
Federal Tax ID Number (FID) _____ - _____		SSN – Individual/Sole Proprietor _____ - _____
<b>Vendor Contact Information:</b>		
Name: _____	Title: _____	Phone: _____ Fax: _____
<b>Vendor Type – Select only one of the following boxes:</b>		
<input type="checkbox"/> Individual/Sole Proprietorship <input type="checkbox"/> C-Corporation <input type="checkbox"/> S-Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/Estate <input type="checkbox"/> Other: Explain _____		
<input type="checkbox"/> Limited Liability Company (LLC). Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) _____		
<input type="checkbox"/> Exempt payee code (if any) _____ <input type="checkbox"/> Exemption from FATCA reporting code (if any) _____		
<b>Order Address:</b>		<b>Payment Remittance Address:</b>
Street/PO Box: _____		<input type="checkbox"/> Check if Order Address is same as Payment Address
Second Line: _____		Street/PO Box: _____
City: _____ State: _____ Zip Code: _____		Second Line: _____
City: _____ State: _____ Zip Code: _____		City: _____ State: _____ Zip Code: _____
<b>Banking Information:</b>		
In an effort to process your payment faster, we request that you complete the ACH enrollment section below. All fields must be completed for direct deposit setup. Attach a voided check or letter from your financial institution.		
Account Type:      Checking <input type="checkbox"/> Savings <input type="checkbox"/>		Email for Direct Deposit Notification: _____
Bank Name: _____		ABA Routing Number: _____
Bank Address: _____		Account Number: _____
City: _____ State: _____ Zip Code: _____		Phone: _____ Fax: _____
<b>W-9 Certification</b> 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), AND 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, AND 3. I am a U.S. citizen or other U.S. person. <b>Certification Instructions:</b> You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions, to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN.		<b>Direct Deposit Authorization and Agreement</b> I authorize Edinburg Consolidated Independent School District (ECISD) to initiate direct deposit of funds to the account and financial institution indicated above, and to recover funds deposited in error in necessary, in compliance with Texas and U.S. Law, and the Automatic Clearing House (ACH) rules. I understand that: 1. It is my responsibility to provide accurate and current banking information. Notification of direct deposits will be by e-mail; and it is my responsibility to provide a valid e-mail address. 2. It is my responsibility to verify payment has been credited to my account, and that ECISD assumes no liability for overdrafts for any reasons. 3. This authorization will remain in effect until; (a) a written request is received from a vendor officer to change or terminate direct deposit agreement; (b) notification is sent by my bank that the account is no longer valid.
Signature: _____ Date: _____		Signature: _____ Date: _____
Print Name/Title: _____		Print Name/Title: _____
Send completed form to: ECISD requestor or: Mail to: Edinburg Consolidated Independent School District, ATTN: Accounts Payable, PO Box 990, Edinburg, TX 78540 <b>OR</b> ; E-mail: <a href="mailto:ECISDInvoice@ecisd.us">ECISDInvoice@ecisd.us</a> , <b>OR</b> ; Fax: 956-383-4354. Any Questions on this form, call 956-289-2300 ext. 2074		
<b>Finance Office Use Only: Updated Record on:</b>		<b>Updated by:</b> <b>Bank Code:</b> <b>Vendor #:</b>

**SPECIAL TERMS & CONDITIONS**

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- A. The Edinburg Consolidated Independent School District, located in Edinburg, Texas is soliciting proposals for retail electric services.

1. **PROPOSALS SUBMITTED MUST BE RECEIVED NO LATER THAN 3:00 P.M. Thursday, June 11, 2020.** Proposals must be submitted in print form only and be addressed to: (Submit one original and seven copies)

Amaro Tijerina, Purchasing Director  
411 North 8<sup>th</sup> Ave  
Edinburg, TX 78540  
Ph: 956-289-2311

2. The Edinburg CISD reserves the right to accept or reject proposals submitted, waive formalities in bidding, and accept the proposal deemed most advantageous to the Edinburg CISD.
3. All written questions will be accepted via email and sent to Carlos Lima, District Engineer at [carlos.lima@ecisd.us](mailto:carlos.lima@ecisd.us) and Amaro Tijerina, Director of Purchasing at [a.tijerina@ecisd.us](mailto:a.tijerina@ecisd.us) by no later than Thursday, May 28, 2020 by 5:00pm. Responses will be sent to all applicants via email by no later than Wednesday, June 3, 2020 by 5:00pm. No telephone inquiries will be accepted.
- B. The EDINBURG CISD is seeking proposals from qualified Retail Electric Providers (REPs) for electricity service for all meters serviced by AEP. The EDINBURG CISD is currently purchasing electricity from a single REP. The existing contract with Hudson through TXU Energy will expire December 31, 2020 and is for approximately 37.5 million kilowatt hours (KWhrs) per year. There will possibly be an additional 1 million kilowatt hours (KWhrs) for the year 2021.
- C. The EDINBURG CISD believes that purchasing supply in the deregulated market will significantly reduce the cost of electricity. The EDINBURG CISD is requesting that your firm, a qualified REP, submit information per this RFP so that the EDINBURG CISD can select a supplier(s) to provide electricity and ancillary services to the facilities participating in this RFP.
- D. The EDINBURG CISD will use a two-step bidding process in selecting the electric service provider.
1. **Step 1** – Responses will be evaluated on bidder's experience, qualifications, sample billing statement, on-line billing options, sample contract, references, initial pricing response, customer service, local representation, facilities in the state, as well as other criteria the bidder feels relevant. Based upon this evaluation, no more than four (4) vendors will be asked to participate in Step 2.
2. **Step 2** – From the bidders selected in Step 1, competitive pricing will be accepted. Bidders are requested to monitor market conditions and "refresh" their proposals to provide the most competitive pricing available.

**E. OVERVIEW OF ELECTRICITY REQUIREMENTS**

1. The EDINBURG CISD'S facilities are located in the service territory of AEP. A table uploaded to the Purchasing Website as **Exhibit 1**, lists the Electric Service Identifier (ESI ID) and address of all accounts for the EDINBURG CISD.

2. Exhibit 2 must be filled out and submitted with the proposal.

**F. FIRM POWER**

1. The EDINBURG CISD requires firm, uninterruptible power supply. Proposed supply agreements should satisfy this requirement.

**G. SUPPLIER PRICING & REQUIREMENTS**

1. The EDINBURG CISD is interested in receiving fixed prices and is willing to consider various pricing options (e.g., fixed/indexed pricing, seasonal or time-of-use pricing, and heat rate) and contract durations (e.g., annual periods from six months to five years).
2. As a minimum requirement, bidders must submit fixed price options per kWh for the terms of three, four, five, six, and seven years.
3. The EDINBURG CISD requests that bidders consider offering a blend and extend option along with a fixed term agreement with at the least yearly negotiable contract extensions.
4. The EDINBURG CISD may elect to request a re-price depending on market conditions. Re-prices should be submitted by approximately 12:00 P.M. If the EDINBURG CISD decides to accept an offer at that time they will execute a contract by approximately 4:00 P.M. the day of the re-price. Re-prices will be accepted by email or fax.
5. The EDINBURG CISD reserves the right to execute a contract submitted on June 15, 2020 and not proceed with a short list of bidders.
6. After consideration of these pre-determined proposals, the EDINBURG CISD will consider (and encourages suppliers to submit) innovative pricing options.
7. The complete ESI ID list is attached, Exhibit 1, if the bidder wishes to obtain a direct copy from AEP. Bidder will be responsible to obtain a signed Letter of Authorization (LOA) from EDINBURG CISD. Please email Amaro Tijerina at [a.tijerina@ecisd.us](mailto:a.tijerina@ecisd.us) for the request.

**H. PROPOSAL REQUIREMENTS:** All proposals must include the following specifications:

1. Anticipated annual contract volume per year in kilowatt hours.
2. Bandwidth provisions if any.
3. Where proposals reference "prevailing market index" or "spot market price," suppliers should define the specific market(s) or indices (e.g., ERCOT Market Clearing Price of Electricity



(MCPE), Inside FERC Houston Ship Channel 1<sup>st</sup> of month deliveries) and the specific metrics (e.g., by settlement interval, monthly average, monthly on-peak and off-peak average).

4. The EDINBURG CISD will not be responsible for any other costs not specifically identified in the proposal. Separately identify the following cost components except for the regulated delivery charges from AEP if applicable:
  - a. Generation services (capacity, energy and all ERCOT ancillary services).
  - b. Congestion charges or losses if additional.
  - c. Market delivery charges, if additional (unaccounted for energy, ERCOT administrative fees and losses).
  - d. QSE fees, if additional.
  - e. Regulated delivery charges applicable to each participating account including, but not limited to, metering charges, customer (or point-of-delivery) charges, transmission and distribution demand charges, competition transition charge, transition charge, nuclear decommissioning fee, excess mitigation credits, system benefits fee, and energy efficiency fee, as may be applicable under the tariffs, terms and conditions approved by the PUCT. These charges must be passed through to EDINBURG CISD at actual cost, without markup.
  - f. State Gross Receipts Tax (including PUCT assessment) directly related to the service provided to EDINBURG CISD.
5. REP's are given notice that loads may change during the term of this contract, due to weather variations, changes in load factor, proliferation of electronic equipment, new construction and renovation projects, closing of facilities or other unforeseen events that may effect the electric usage of the EDINBURG CISD.
6. Identify the specific factors that will affect the quoted prices, if any, including a sample calculation.
7. State the period of time that the quoted prices remain valid.
- I. **STATEMENT OF QUALIFICATIONS REQUIREMENTS:** Suppliers responding to this RFP must be registered with the PUCT pursuant to Substantive Rule §25.107. Bidders must provide the following:

Suppliers responding to this RFP must provide proof of enrollment in a local, regional, or state purchasing cooperative such as (but without limitation): State of Texas Co-op, TCPN - The Cooperative Purchasing Network, BuyBoard Purchasing Cooperative, Multi-Regional Purchasing Co-op, TIPS – The Inter-local Purchasing Network, Harris County Department of Educations (HCDE), Choice Facilities Partners, Texas Public Energy Alliance (TPEA), or aggregation pool such the TCAP – Texas Coalition for Affordable Power.

1. Provide a description of the corporate (or other) entity that would be supplying electrical generating services, and list the location the principal office in Texas. Provide a corporate structure description, including all parent, subsidiary and affiliate relationships, and a description of the ownership and the nature of the business conducted by each entity.
2. Summarize your company's experience in power sales, marketing or brokering in ERCOT, especially with or through the utilities directly interconnected with the AEP system, and retail sales and marketing experience in areas outside of ERCOT.
3. List the ancillary services (as delineated in the ERCOT Protocols) that you would be capable of supplying and the specific ancillary services that would be required to serve CUSTOMER.



4. Describe the source(s) and ownership of generation that would be used to supply continuous firm power and ancillary services to EDINBURG CISD, including the congestion zone, type of capacity, fuel used, efficiency and emission levels, and the transmission interconnection(s) that would be utilized. If you or your affiliate does not own specific generating assets, then provide the same information for the resources from which power would be purchased and state both the amount and type of capacity (i.e., base load, intermediate, cyclic and gas peaking as defined in PUCT Substantive Rule § 25.381 - Capacity Auction) that is (or will be) under contract during the term of the pricing proposal.
  5. Provide a copy (or website address) of financial and operating reports to include, as applicable, Annual Report to Stockholders, SEC 10-K Report, FERC Form 1 Report, or equivalent information concerning financial condition, generation resources, purchases and sales of power.
  6. Provide a listing of wholesale and retail customer references.
  7. Provide an electronic copy of a sample contract (including any attachments and related documents), that you have used in similar transactions in ERCOT, and detail any changes if any that you would propose to this contract for this transaction.
  8. Provide a copy of a sample bill in the proposal.
  9. Identify whether you or any affiliated companies are registered as a Power Generation Company, Qualified Scheduling Entity (QSE) or other wholesale market entity with ERCOT and the PUCT in accordance with the applicable rules.
  10. Bidders are asked to not provide company promotional materials.
  11. Include any other services, incentives, etc. that you can provide to the District.
- J. **PROPOSAL EVALUATION CRITERIA:** In evaluating the responses to this RFP, the EDINBURG CISD will apply the following criteria:
1. **PRICE (Max 40 points):** Suppliers must provide aggressively competitive pricing - pricing reserved for their largest and most important accounts - both at the outset of the contract and on an ongoing basis. Suppliers are expected to work with the EDINBURG CISD to continuously identify opportunities to reduce the cost of these services.
  2. **FLEXIBILITY (Max 10 Points):** The EDINBURG CISD is receptive to receiving innovative pricing proposals. Energy prices associated with the capacity offered must either be fixed, floating (Market Clearing Price of Electricity) or indexed. The EDINBURG CISD is willing to pay a fixed price per kilowatt hour (kWh) for generation capacity to protect against fluctuating energy prices. If indexing is used, then proposals must specify the base energy price for the period(s); clearly demonstrate the appropriateness of the chosen index to electricity prices and whether the index is transparent (i.e., publicly available); illustrate (by providing specific examples) how prices charged to EDINBURG CISD will change as a result of changes in the chosen index; and provide a recent history of the index.
  3. **BANDWIDTH (Max 20 Points):** The EDINBURG CISD would prefer a contract without any bandwidth. If the bidder's contract includes a bandwidth provision the bandwidth must be at least  $\pm 10\%$  of the EDINBURG CISD's aggregated peak demand or total monthly energy usage. The costs of energy purchases made outside the proposed bandwidth and the protocols for avoiding imbalance charges must be clearly defined and illustrated with specific examples. Suppliers must demonstrate practical ways that the EDINBURG CISD can avoid unnecessary penalties.

4. **FINANCIAL STRENGTH (Max 15 Points):** The preferred supplier will have sufficient financial assets and liquidity and/or will obtain the necessary financial guarantees from the supplier's parent company to back the services to be provided to the EDINBURG CISD.
5. **PAYMENT TERMS (Max 10 Points):** The suppliers must be capable of rendering accurate invoices in a timely manner and in electronic format. Invoices shall not be paid sooner than thirty (30) days after the date of the invoice.
6. **ASSIGNMENT (Max 5 Points):** The supplier should be receptive to the EDINBURG CISD assigning the obligations under this RFP to another party in the event that a facility meter is no longer owned or controlled by EDINBURG CISD.

**K. RIGHT TO RETRACT**

1. Edinburg CISD expressly reserves the right to reject any or all offers made pursuant to this RFP and may, in its sole discretion, elect not to award any contract pursuant to this RFP.
2. Edinburg CISD will not reimburse any person or entity for any costs incurred in the preparation of an offer pursuant to or in connection with this RFP.
3. The Edinburg CISD reserves the right to accept or reject RFPs submitted, waive formalities in RFPs, accept the RFPs deemed the most advantageous to the Edinburg CISD, and to hold the RFPs for a period of sixty (60) days without taking action thereon.

**L. REQUIRED RESPONSE FORMAT AND CONTENTS:** The responses to this Request for Proposals will consist of SIX (6) specific information subject areas which **must be completed and returned in the order indicated below with each section divided and TABBED with the appropriate section title.**

1. **COVER LETTER:** Your Proposal packet will include a cover letter at the beginning. The cover letter shall provide a summary of the information presented in the RFP; names and telephone and fax numbers of persons authorized to provide any clarification required. This cover letter shall also include the name of the person(s) authorized to conduct final contract negotiations.
2. **SUPPLIER PROPOSAL PRICING:** Include in this section your proposed pricing; identify all costs included in your service. Include in this section services to be provided, sample billings, customer service, on-line billing options, local representation, and all requirements stated in our proposal requirements (See Section G above).
3. **STATEMENT OF QUALIFICATIONS:** Include in this section a complete listing of your Firms qualifications and experience to include but not limited to the following: corporate structure, experience in power sales, marketing or brokering, ancillary services, sources and ownership of power generation, financial statements, listing of wholesale and retail references, etc. (See Section I above).
4. **CONTRACT SAMPLE:** Include in this section a sample of the Service Contract that will be used if selected. Provide an electronic copy as well.
5. **STAFF EMPLOYEES:** Include in this section a list of employees and titles that may assist the Edinburg CISD if you are awarded this contract.
6. **SCHOOL REFERENCES:** Include in this section a list of school references for executed contracts for at least three school districts, if applicable. List other references, if necessary. Provide the School Name, Contact Person, and Telephone Number.

BID FORM

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**Fixed Price Format**  
**(Include this form in Section 2)**

<b>Term</b>	<b>Fixed Price (\$ per kWh)</b>	<b>Meter Charge</b>	<b>Other</b>
36 Months			
48 Months			
60 Months			
72 Months			
84 Months			

## LETTER OF AUTHORIZATION (LOA)

Date: \_\_\_\_\_

Expiration Date: \_\_\_\_\_

**LIST TDU (List TDUs that apply to request)**☐ Oncor (800-666-3406 Fax)☐ CenterPoint (713-207-9054 Fax)☐ Sharyland 956-664-1903☒ AEP (361-880-6027 Fax)☐ TNMP (281-337-6756 Fax)☐ Entergy Texas

Please accept this letter as a formal request and authorization for the above referenced Distribution Company (TDU) to release energy usage data, including kWh, kVA or KW, and interval data (if applicable) at the following location(s) to **Amaro Tijerina, Edinburg CISD Purchasing Director**. This information request shall be limited to no more than the most recent 12-month period of service.

If an attachment is used, please use a separate attachment per TDSP with the ESIDs that are specific to a TDSP. TDSP will reject if ESIDs are submitted that are not associated with their territory.

<u>Service Address</u>	<u>ESI Number (found on bill)</u>
<b>SEE ATTACHED</b>	<b>SEE ATTACHED</b>

Please forward usage and load information in electronic (Microsoft Excel) format to:

E-mail: [a.tijerina@ecisd.us](mailto:a.tijerina@ecisd.us)  
 Amaro Tijerina, Purchasing Director,  
 PH: 956-289-2311 FX: 956-381-7682

**AUTHORIZATION**

I affirm that I have the authority to make and sign this request on behalf of my company for all ESIDs that are associated with this request.

\_\_\_\_\_  
(Signature)\_\_\_\_\_  
(Company)\_\_\_\_\_  
(Name, printed)\_\_\_\_\_  
(Billing Street Address)\_\_\_\_\_  
(Title)\_\_\_\_\_  
(City, State, Zip Code)\_\_\_\_\_  
(Email Address)\_\_\_\_\_  
(Telephone Number)

20-96, RETAIL ELECTRIC SERVICE FOR EDINBURG CONSOLIDATED INDEPENDENT SCHOOL DISTRICT - **EXHIBIT 1**

ESI ID	Device Number	ESIID Description	ESI ID ADDRESS
10032789400003799	145040303	Austin Gym&#10;	1023 E KUHN ST UNIT GYM , EDINBURG, TX 78541-3747
100327894000379567	558782606	ENHS Main #2	3001 N US HIGHWAY 281 UNIT 6 , EDINBURG, TX 78541-7130
10032789404225020	112062221	Edinburg Academy PB 181-182	1305 E SCHUNIOR ST BLDG 4 , EDINBURG, TX 78541-2700
10032789404229801	455106342	Lincoln Main #2	1319 E LOVETT ST , EDINBURG, TX 78541-2715
10032789404303681	455106061	Robert E. Lee Main Bldg.	1215 W SPRAGUE ST UNIT A , EDINBURG, TX 78539-7402
10032789407648202	111014722	ENHS Portable 8-9	701 W ROGERS RD BLDG AG-1 , EDINBURG, TX 78541-8857
10032789408764790	114895439	RVHS East Main Bldg. &#10;	801 E CANTON RD UNIT PORT , EDINBURG, TX 78539-6420
10032789411056958	574570155	RVHS Science Bldg. &#10;	801 E CANTON RD UNIT SCIEN , EDINBURG, TX 78539-6420
10032789411628567	557984882	RVHS PAC	801 E CANTON RD UNIT ARTS , EDINBURG, TX 78539-6420
10032789412773021	455106024	Travis Main Bldg.	1201 S 21ST AVE UNIT TR , EDINBURG, TX 78539
10032789413049291	455106346	Transportation Shop	1101 E SCHUNIOR ST UNIT TR , EDINBURG, TX 78541-2726
10032789413049292	7005308594SD	Fixed Assets Dept.	1101 E SCHUNIOR ST , EDINBURG, TX 78541-2726
10032789414746016	114862975	Maintenance Dept.	1305 E SCHUNIOR ST BLDG 11 , EDINBURG, TX 78541-2700
10032789414827448	143273811	South Middle School	601 W FREDDY GONZALEZ DR BLDG PRTBL , EDINBURG, TX 78539-6133



20-96, RETAIL ELECTRIC SERVICE FOR EDINBURG CONSOLIDATED INDEPENDENT SCHOOL DISTRICT - **EXHIBIT 1**

ESI ID	Device Number	ESIID Description	ESI ID ADDRESS
10032789418514041	455106060	Truman Elem. Main	701 W ROGERS RD UNIT TRUMA , EDINBURG, TX 78541-8857
10032789418579751	455105969	Jefferson Elem. Main	904 S 12TH AVE UNIT A , EDINBURG, TX 78539-5604
10032789419405526	455684720	ENHS Main Building	3001 N US HIGHWAY 281 UNIT 3 , EDINBURG, TX 78541-7130
10032789424528358	558783110	IT Main Building&#10;	411 N 8TH AVE BLDG SCITE , EDINBURG, TX 78541-3309
10032789424786360	455106026	LBJ Elem. Main Bldg.	1801 E SPRAGUE ST , EDINBURG, TX 78542-5114
10032789426435455	119430317	ENHS Football Field	3001 W HIGHWAY 281 UNIT I , EDINBURG, TX 78541
10032789427648409	558942444	Maintenance Shop Main.	1305 E SCHUNIOR ST UNIT MAINT , EDINBURG, TX 78541-2700
10032789430713641			1601 N. CLOSNER BLVD, EDINBURG
10032789431209797	455105886	Administration Office Main	411 N 8TH AVE , EDINBURG, TX 78541-3309
10032789434230284	155317307		1800 STADIUM DR BLDG FIELDHS , EDINBURG, TX 78539
10032789436432397	143491668	Barrientes MS Butterfly Park	1100 E EBONY LN LOT TEMP , EDINBURG, TX 78539-5843
10032789436895146	557984649	ENHS Unknown&#10;	3001 N US HIGHWAY 281 UNIT 2 , EDINBURG, TX 78541-7130
10032789437580540	144074334	Edinburg Academy PB 189	1305 E SCHUNIOR ST BLDG 7 , EDINBURG, TX 78541-2700
10032789438114281	455684940	Freddy Gonzalez Main Bldg.	2401 S SUGAR RD , EDINBURG, TX 78539-8011

20-96, RETAIL ELECTRIC SERVICE FOR EDINBURG CONSOLIDATED INDEPENDENT SCHOOL DISTRICT - **EXHIBIT 1**

ESI ID	Device Number	ESIID Description	ESI ID ADDRESS
10032789439918310	455106294	Lindon Elem. Unknown	1319 E LOVETT ST UNIT LC , EDINBURG, TX 78541-2715
10032789440084635	148709580	Stadium	1800 S STADIUM DR , EDINBURG, TX 78539
10032789440113171	114895440	RVHS Main Bldg. East&#10;	801 E CANTON RD UNIT WC , EDINBURG, TX 78539-6420
10032789440330118	140163069	Harwell MS Portable 1&#10;	9205 N ALAMO RD BLDG 1 , EDINBURG, TX 78542
10032789443003250	113142767	South Middle School Tennis Court	601 W FREDDY GONZALEZ DR UNIT SJRHI , EDINBURG, TX 78539-6133
10032789445091677	151061849	Edinburg Academy PB. 186	1313 E SCHUNIOR ST BLDG 12 , EDINBURG, TX 78541-2700
10032789445804117	112060740	ENHS Portable #2	3101 N CLOSNER BLVD UNIT B , EDINBURG, TX 78541-2592
10032789446782320	114901356	Robert .E. Lee Gym	1215 W SPRAGUE ST UNIT GYM , EDINBURG, TX 78539-7402
10032789446966596	143152241		601 W FREDDY GONZALEZ DR , EDINBURG, TX 78539-6133
10032789447616046	146942819	Austin Elem. PB 1 - 2&#10;	1023 E KUHN ST LOT PORTAB , EDINBURG, TX 78541-3747
10032789448992481	455386994	Maintenance And Facilities Main Bld	1305 E SCHUNIOR ST , EDINBURG, TX 78541-2700
10032789449649881	480378781	RVHS Main Bldg.	801 E CANTON RD &#35; EHS , EDINBURG, TX 78539-6420
10032789450136480	153261499	Edinburg Academy PB 178 - 180	1305 E SCHUNIOR ST BLDG 3 , EDINBURG, TX 78541-2700
10032789451395090	557984195		13394 W 4TH ST BLDG 2 , HARGILL, TX 78549



20-96, RETAIL ELECTRIC SERVICE FOR EDINBURG CONSOLIDATED INDEPENDENT SCHOOL DISTRICT - **EXHIBIT 1**

ESI ID	Device Number	ESIID Description	ESI ID ADDRESS
10032789451530529	148338266	Barrientes MS I Unit	1201 S 21ST AVE APT B , EDINBURG, TX 78539
10032789453675780	113347198	Edinburg Academy PB 190	1305 E SCHUNIOR ST BLDG 8 , EDINBURG, TX 78541-2700
10032789453782708	143621238	Austin Elem Portable	1023 E KUHN ST LOT PORT2 , EDINBURG, TX 78541-3747
10032789454955477	114895534	RVHS Baseball Field	801 E CANTON RD UNIT BASEB , EDINBURG, TX 78539-6420
10032789456278030	435926656	South Middle School Unknown	601 W FREDDY GONZALEZ DR , EDINBURG, TX 78539-6133
10032789456886200	455079680	Austin Elem Unknown	1023 E KUHN ST , EDINBURG, TX 78541-3747
10032789456927470	113875231	Austin Elem. Unknown	1014 E KUHN ST , EDINBURG, TX 78541-3748
10032789457289907	7010330398SD	Fixed Assets	1101 E SCHUNIOR ST , EDINBURG, TX 78541-2726
10032789457765160	7005637143SD	RVHS Football Field	CANTON AVE ODLT 150HPS , EDINBURG, TX 78539
10032789457765161	7005637171SD	Avila Elem Main Bldg.	2 CANTON AVE ODLT 250HP , EDINBURG, TX 78539
10032789458523471	156364835		904 S 12TH AVE BLDG PORT2 , EDINBURG, TX 78539-5604
10032789458557438	483560664	ENHS Drama	3001 N US HIGHWAY 281 UNIT 5 , EDINBURG, TX 78541-7130
10032789460020150	558786166	FFA Main Bldg. &#10;	1101 E SCHUNIOR ST UNIT AG , EDINBURG, TX 78541-2726
10032789461252036	1120666161	Hargill Elem PB 174680 -54504	310 W 4TH BLDG B , HARGILL, TX 78549

20-96, RETAIL ELECTRIC SERVICE FOR EDINBURG CONSOLIDATED INDEPENDENT SCHOOL DISTRICT - **EXHIBIT 1**

ESI ID	Device Number	ESIID Description	ESI ID ADDRESS
10032789463627091	114899334	Transportation Annex Main Bldg.	1015 E SCHUNIOR ST , EDINBURG, TX 78541-2723
10032789464034710	455495315	Hargill Elem, Main Bldg. &#10;	412 W 4TH , HARGILL, TX 78549
10032789464384861	143682142	Fixed Assets Gas Pumps	1001 E SCHUNIOR ST , EDINBURG, TX 78541-2723
10032789464577800	558783409	Stadium North Field House	312 E PALM DR FTBL PRK , EDINBURG, TX 78539-6358
10032789465952437	153262943	Edinburg Academy Portable 191	1305 E SCHUNIOR ST BLDG 10 , EDINBURG, TX 78541-2700
10032789466204155	113136371	ENHS Portable #3&#10;	3101 N CLOSNER BLVD UNIT A , EDINBURG, TX 78541-2592
10032789466218165	156231424	Lyndon B Johnson BillBoard	1801 E SPRAGUE ST UNIT BILLB , EDINBURG, TX 78542-5114
10032789466300291	7005678472MV	SMS	601 W FREDDY GONZALEZ DR UNIT 400MV , EDINBURG, TX 78539-6133
10032789466300292	7005681501SD	South Middle School Lift Station	1 W FREDDY GONZALEZ DR UNIT 150HP , EDINBURG, TX 78539
10032789466300293	7005681525SD	Edinburg Academy PB 185&#10;	601 W FREDDY GONZALEZ DR , EDINBURG, TX 78539-6133
10032789466512980	113144368	Fixed Assets Main Bldg.	907 E SCHUNIOR ST &#35; B , EDINBURG, TX 78541-2631
10032789468170029	581206704	Crawford Elem Main Bldg.	1800 E DAVIS RD , EDINBURG, TX 78542-8620
10032789471371691	114895438	Travis Elem. Gym	1200 S 21ST AVE UNIT GYM , EDINBURG, TX 78539-5835
10032789471708927	145861076	Jefferson Elem	904 S 12TH AVE UNIT BLDIN , EDINBURG, TX 78539-5604

20-96, RETAIL ELECTRIC SERVICE FOR EDINBURG CONSOLIDATED INDEPENDENT SCHOOL DISTRICT - **EXHIBIT 1**

ESI ID	Device Number	ESIID Description	ESI ID ADDRESS
10032789472897680	575213231	De Zavala Elem. Main Bldg.	3615 W ROGERS RD , EDINBURG, TX 78541-9453
10032789474101931	455079712	De La Vina Elem. Main Bldg.	1001 S JACKSON RD , EDINBURG, TX 78539-7417
10032789474875530	143766162	Edinburg Academy PB 177 - 178	1305 E SCHUNIOR ST BLDG 2 , EDINBURG, TX 78541-2700
10032789475830391	7005761064MV	Edinburg Academy PB 185	310 W 4TH UNIT 175MV , HARGILL, TX 78549
10032789475830392	7005761099SD	ENHS Police Hut.&#10;	310 W 4TH UNIT 150HP , HARGILL, TX 78549
10032789475830393	7005761124SD	Hargil Elem Main Bldg.	310 W 4TH 250HPS , HARGILL, TX 78549
10032789476265141	455106029	Trevino Elem. Main Bldg.	909 S MONMACK RD , EDINBURG, TX 78539-8345
10032789477110970	143489302	Edinburg Academy PB 187-188	1305 E SCHUNIOR ST BLDG 9 , EDINBURG, TX 78541-2700
10032789478352571	585604674		1200 E SCHUNIOR ST , EDINBURG, TX 78541
10032789478397285	7005759001SD	Hargill Elem. Unknown	119 N HARDING ODL , HARGILL, TX 78549
10032789479892069	145297675	ENHS Police Hut	3101 N CLOSNER BLVD UNIT GUARD , EDINBURG, TX 78541-2592
10032789480052257	480378796	Barrientes MS PAC	1100 E EBONY LN , EDINBURG, TX 78539-5843
10032789480807951	455106038	ENHS Softball Field	3001 N US HIGHWAY 281 UNIT BB , EDINBURG, TX 78541-7130
10032789481004510	558785210	Travis Elem. Kitchen	1201 S 21ST AVE TRV , EDINBURG, TX 78539



20-96, RETAIL ELECTRIC SERVICE FOR EDINBURG CONSOLIDATED INDEPENDENT SCHOOL DISTRICT - **EXHIBIT 1**

ESI ID	Device Number	ESIID Description	ESI ID ADDRESS
10032789481973788	119428585	Transportation Breakroom	1101 E SCHUNIOR ST UNIT BRKRO , EDINBURG, TX 78541-2726
10032789482083290	145629907	Edinburg Academy PB 176&#10;	1305 E SCHUNIOR ST BLDG 1 , EDINBURG, TX 78541-2700
10032789483594869	113850679	Austin Elem. PB 3-4&#10;	1023 E KUHN ST BLDG 102 , EDINBURG, TX 78541-3747
10032789484008590	113347195	Edinburg Academy PB 183-184&#10;	1305 E SCHUNIOR ST BLDG 5 , EDINBURG, TX 78541-2700
10032789484179461	455106028	BL Garza Middle School Main&#10;	1202 N MONMACK RD , EDINBURG, TX 78541-8480
10032789485533055	119431963	RVHS Portable	801 E CANTON RD UNIT PORTA , EDINBURG, TX 78539-6420
10032789487597146	455684576	ENHS Chiller Area	3001 N US HIGHWAY 281 UNIT 4 , EDINBURG, TX 78541-7130
10032789488600689	455684574	RVHS Unknown&#10;	801 E CANTON RD , EDINBURG, TX 78539-6420
10032789488929060	558783206	Barrientes MS Football Field&#10;	1200 S 21ST AVE , EDINBURG, TX 78539-5835
10032789489627510	558782637	McCook SL	MCCOOK &#35;4 , MOORE FIELD, TX 78572
10032789489627511	7005842204MV	McCook SL	MCCOOK ODLT 175MV AL , MOORE FIELD, TX 78572
10032789490181235	119431966	RVHS Football	801 E CANTON RD UNIT FOOTB , EDINBURG, TX 78539-6420
10032789490397129	455684606	Avila Elem. Main	9205 CARMEN AVILA RD , EDINBURG, TX 78542-0961
10032789490434236	143273758	Harwell MS Portable 2	9205 N ALAMO RD BLDG 2 , EDINBURG, TX 78542

20-96, RETAIL ELECTRIC SERVICE FOR EDINBURG CONSOLIDATED INDEPENDENT SCHOOL DISTRICT - **EXHIBIT 1**

ESI ID	Device Number	ESIID Description	ESI ID ADDRESS
10032789490833568	119428593	Police Dept. Dog Kennel&#10;	1101 E SCHUNIOR ST , EDINBURG, TX 78541-2726
10032789492194488	559206166	Avila Elem. Lift Station	3 1/2 E FM 2812 LIFT STAT , EDINBURG, TX 78539
10032789493093037			1601 N. BLVD, WHSE EDINBURG
10032789494581690	112062223	Edinburg Academy PB 186&#10;	1305 E SCHUNIOR ST BLDG 6 , EDINBURG, TX 78541-2700
10032789495223681	574598624	Escandon Elem. Main&#10;	1100 E TRENTON RD , EDINBURG, TX 78542-9151
10032789495661570	581206274	Canterbury Elem. Unknown	25 CANTON AVE , EDINBURG, TX 78539
10032789498230103	155260282		2821 W CANTON RD , EDINBURG, TX 78539-6647
10032789499285202	585604465	Freddy Gonzalez Elem. Gym&#10;	2401 S SUGAR RD UNIT GYM , EDINBURG, TX 78539-8011
10032789499317567	428556415	Harwell Middle School Main	9205 N ALAMO RD , EDINBURG, TX 78542



# Edinburg Consolidated Independent School District

PURCHASING DEPARTMENT  
411 North 8th/DRAWER 990  
EDINBURG, TEXAS 78541  
PHONE: (956) 289-2311 - FAX (956) 383-7687

## RFP 20-96, RETAIL ELECTRIC SERVICE

### EXHIBIT 2

### Negotiated Electricity Price Form

Customer Information										
Customer:	Edinburg CISD	Est. Annual Usage (KWh):	37,500,000	Plus 3-Yr Projected KWh:	3,000,000					
AEP ESI ID Count	106	IDR Meters:	10032789401103940, 10032789449649881, 10032789456278030							
Energy Company Information										
Energy Provider:				Proposal Date:						
Parent Company:				Location of Headquarters:						
No of clients:				Total power delivered:						
No of employees:				Total Revenues:						
Price Breakdown										
Term	Bandwidth (10%)	Fixed rate	TDSP Cost	Est. PUCA/ GRT Costs	Meter Cost	Line loss Cost	Heat Rate Cost	Taxes	Other Charges	Total \$/Kwh (as it will appear in the monthly bill)
36 Months								N/A		\$0.00000
48 Months								N/A		\$0.00000
60 Months								N/A		\$0.00000
72 Months								N/A		\$0.00000
84 Months								N/A		\$0.00000
Add on Clause:										
Other Comments:										