

PROPOSAL DEADLINE: WEDNESDAY, OCTOBER 5, 2016 – 3:00 PM CST

ELECTRIC SUPPLY SERVICES

RFP #16-10-051-4

Grapevine-Colleyville Independent School District



REQUEST FOR PROPOSAL

PROPOSAL INSTRUCTIONS; GENERAL CONDITIONS AND SPECIFICATIONS/SCOPE OF WORK/SERVICES FOR:
ELECTRIC SUPPLY SERVICES

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Section 1.0 - NOTICE TO PROPOSERS

Proposal Deadline: October 5, 2016 – 3:00 PM CST

16-10-051-4 - Electric Supply Services

Proposals will not be publicly opened.

You are hereby invited by Grapevine-Colleyville Independent School District to submit a proposal for Electric Supply Services. **Proposals will be accepted in an electronic format with the District's Online eBid System at 3:00 PM CST on October 5, 2016.** The electronic Proposal Response Form must be used to record and submit your proposal. It and any other requested information shall be downloaded and submitted electronically with the District's Online eBid System.

Any proposal received later than the specified time shall be disqualified. Proposals may be submitted on any/all items unless stated otherwise. The District reserves the right to reject any/all proposals and to accept any proposal deemed most advantageous to the Grapevine-Colleyville Independent School District and to waive any formalities in the Request for Proposal process.

Timetable:

Release RFP:	Wednesday, September 9, 2016
Deadline for Submittal of Proposal:	3:00 PM on Wednesday, October 5, 2016
Deadline for questions related to this RFP:	Wednesday, September 23, 2016
Recommendation to the Board of Trustees:	Wednesday, October 12, 2016
Board Meeting:	Monday, October 24, 2016
Effective Date:	Saturday, June 1, 2019

Donna Brennan
Buyer Purchasing Services
Grapevine-Colleyville ISD

Section 2.0 - STANDARD TERMS & CONDITIONS

2.1 The Invitation to Propose, terms and conditions, the specifications, the received proposal, and the subsequent Board Approval form the contract and they shall be fully part of the contract, as if thereto attached, or therein repeated. These documents represent the entire agreement between the successful proposer and the District and supersede any prior discussions or negotiations, representations or agreements, either written or oral.

2.2 Proposers are cautioned to read this invitation carefully, to complete all entries, and submit all documents or information requested. Failing to do so may be materially non-responsive and result in non-consideration of the proposal.

2.3 A recommendation for contract award will be reviewed and voted on by the Grapevine-Colleyville Independent School District Board of Trustees (the “Board”) at the Board meeting scheduled for **October 24, 2016**. It is anticipated that the Board will grant the District authority to execute an electricity supply services contract within a predetermined price range with the lowest priced shortlisted supplier once executable pricing is requested and received by the District. Should prices be unfavorable at that time, the District may postpone contract execution until a later date, possibly within one hundred eighty (180) days from the Bid Opening date (October 5, 2016). All offers, **EXCLUDING PRICING**, but including terms and conditions, must be held firm for a minimum of one hundred eighty (180) days from the date of the Bid Opening (October 5, 2016).

2.4 Unless otherwise agreed to by the District and the awarded Provider, the contract start date shall be in effect the date of the last signature by both parties and upon the start date following the expiration of the meter contracts with the incumbent Retail Electric Provider (“**Contract Start Date**”). The initial contract term will depend on the actual term selected by the District at the time of contract execution (“**Initial Contract Term**”) and the contract will expire either (i) at the end of the Initial Contract Term or (ii) at the end of any contract extensions/renewals (“**Renewal Term**”) that may have been exercised by the District (the “**Contract Expiration Date**”). At any point, the contract term (“**Contract Term**”) shall be defined by the expiration date of either the Initial Contract Term or the then current Renewal Term, where applicable. The awarded REP shall provide retail electric service to the District’s specified facilities on an uninterrupted basis over the Contract Term.

2.5 At any point after full execution of the Initial Contract Term that market conditions are favorable for the District, the District shall have the right to engage in pricing negotiations with the contracted REP and to renew/extend the term of the contract for a Renewal Term or Terms consisting of any combination of one (1) year increments for up to a total of five (5) years from the end of the Initial Contract Term, as deemed appropriate by the District to ensure the best value to GCISD.

2.6 Proposal contracts are considered to be in force during the period stipulated by the proposal or until replaced by a subsequent Request for Proposal for the same product or services.

2.7 If for any fiscal year (currently July 1 thru June 30) of this contract, the Board of Trustees for any reason

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fails to appropriate funds for these goods, the District will notify the vendor immediately and will no longer be obligated under the contract.

2.8 The District reserves the right to cancel a part or this entire contract at any time during the term with cause. Notification will be submitted in writing no less than sixty (60) days prior to the effective date.

2.9 Proposals received after the date and time specified will not be considered. The District is not responsible for lateness or non-delivery of proposal and the date/time stamp shall be the official time of receipt. Proposals may not be submitted or received by facsimile or email.

2.10 The District reserves the right to accept or reject any and all proposals and to waive any formalities or technicalities if deemed in the best interest of the Grapevine-Colleyville Independent School District. The District also reserves the right as sole judge of quality and equality.

2.11 Proposals meeting the requirements of the Request for Proposal shall be considered. Proposers taking exception to the specifications, or offering substitutions shall state these exceptions plainly on the proposal document.

2.12 Any interpretations, corrections, additions, or changes to this Request for Proposal and the Specifications will be made by addenda or amendment(s) to the proposal. The sole issuing authority of addenda or amendment(s) shall be vested in the District's Purchasing Department. Addenda or amendment(s) will be sent to all who are known to have received a copy of this Request for Proposal.

2.13 No right or interest in this contract shall be assigned or delegation of any obligation made by the vendor to another vendor. Any attempted assignment or delegation by the vendor shall be wholly void and totally ineffective for all purposes.

2.14 Each Proposer, by making his/her proposal, represents that he has read and understands the Invitation to Propose. Failure to respond to this proposal may remove your company from future proposal notifications.

2.15 The District is exempt from payment of any Texas Sales Tax or Federal Excise Tax allowed by law.

2.16 All District property and facilities are a drug free zone. No one may use, consume, carry, transport, or exchange tobacco, cigarettes, or illegal drugs while in a school district building or while on school district property. Any person on school property shall not use or possess tobacco products, electronic cigarettes or other smokeless tobacco products. Employees shall be designated to ensure appropriate conduct of participants and others while on school premises. Any person on school property shall not use or possess tobacco products, electronic cigarettes or other smokeless products. The proposing company and its employees shall adhere to this policy.

2.17 Each proposer must give notice to the District if a person, owner, or operator of the business has been convicted of a felony. The District may terminate a contract with a person or business if the District determines that the person or business failed to give such notice or misrepresented the conduct resulting in the conviction.

2.18 If, at any time, the vendor fails to fulfill or abide by the terms, conditions, or specifications of the contract, the District reserves the right upon written notice to the vendor to the following remedies (though

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not just limited to these): purchase the products elsewhere, cancel the contract, and/or award to the next qualified proposer.

2.19 Should the vendor fail to perform by providing the proposal product at the price submitted, and/or if the vendor is unable to provide the proposal product within a specified time frame, The District will recover by purchasing the product elsewhere. Damages will be assessed against the defaulting vendor for the difference between the prices paid for the product on the open market less the original proposal price, assuming the purchase price is higher than the original awarded proposal price. Damages may also be assessed for the cost of procuring the product elsewhere and expenses incurred due to the delay caused by not having the specified goods. If the open market price is less than the proposal price, damages for delay and interim substitutes may be assessed.

2.20 The Uniform Commercial Code shall govern the agreement between the seller and The District created by this proposal. 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 as effective and in force on the date of this agreement. Proposers are advised that all District contracts are subject to all legal requirements provided for in the Local, State, and Federal statutes.

2.21 Proposers shall submit all questions concerning this proposal to Donna Brennan by email at donna.brennan@gcisd.net. A reply in the form of written addendum will be sent to all proposers known to have received a Request for Proposal, if the answer provides clarification or will have an impact on the proposal responses. The District’s Purchasing Clerk shall be copied on all questions by emailing michele.kolling@gcisd.net. The deadline for submitting questions in conjunction with this proposal is Friday, September 23, 2016.

2.22 Vendors who do not propose are requested to notify the Grapevine-Colleyville Independent School District Purchasing Department in writing if they wish to receive future proposals. Failure to do so may result in their being deleted from our vendor list.

2.23 By signing this proposal, a proposer affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with the proposal submitted.

2.24 By signing this proposal, a proposer affirms that, to the best of his/her knowledge, the proposal has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give them an unfair advantage over other proposers in the award of this proposal.

2.25 PROPOSER SHALL NOTE any and all relationships that might be a conflict of interest and include such information with the proposal.

2.26 For an alternate product proposal item to be considered, a brochure or detailed specification must be attached to the specification price sheet explaining how the product deviates from the specifications. Grapevine-Colleyville Independent School District reserves the right to make final decisions as to comparable items.

Section 3.0 - SUBMISSIONS & EVALUATIONS

3.1 Your proposal, in order to be considered, must include the properly executed Proposal Response Form, Affidavit, Statement of Compliance, Felony Conviction Notification, References and those other items and/or attachments as specified in this proposal set. All responses must be legible and signed in order to be considered.

3.2 In evaluating proposals submitted, the following considerations will be taken into account (but not limited to): price, assurance of continuous availability, time of service, delivery and vendor reputation. It is not the policy of the Grapevine-Colleyville Independent School District to purchase on the basis of price alone. The District reserves the right to conduct any tests, evaluations or comparisons it deems necessary to complete the evaluation process.

3.3 Proposers may be required to furnish evidence in writing that they maintain a permanent and adequate place of business and have adequate equipment, finances, and personnel to furnish the products offered satisfactorily and expeditiously and that they are authorized agents and can provide the products they propose to furnish.

3.4 Vendors taking exception to the terms and conditions or specific actions of this proposal shall state the exceptions plainly on the exception page of this proposal document, *Form No. 2012-13 - STATEMENT OF COMPLIANCE/DEVIATION FORM*. If no exceptions are indicated on the submitted form, it will be assumed that your proposal complies with our document.

Section 4.0 - GENERAL CONDITIONS

4.1 Proposers must complete all forms and provide all information asked for under each item. Failure to comply may result in rejection of the proposal at the District's option.

4.2 Proposals deposited with the District cannot be withdrawn prior to the time set for proposal deadline. Request for non-consideration of proposals must be made in writing to the assigned Buyer and received by the District prior to the time set for opening proposals. After other proposals are opened, the proposal for which non-consideration is requested may be returned unopened. The proposal may not be withdrawn after the proposals have been opened, and the proposers, in submitting the same, warrants and guarantees that this proposal has been carefully reviewed and checked and that it is in all things true and accurate and free of mistakes and that such proposal will not and cannot be withdrawn because of any mistake or mistaken assumption of fact committed by the proposers.

4.3 Proposals will be tabulated for comparison on the basis of the proposal prices and guaranties shown in the proposal. Until final award of the Contract, the District reserves the right to reject any or all proposals, to waive technicalities, or proceed to do the work otherwise in the best interest of the District.

4.4 Proposals may be considered irregular if they show any omissions, alteration of form, additions, or conditions not called for, unauthorized alternate proposals or irregularities of any kind. However, the District reserves the right to waive any irregularities and to make the award in the best interests of the

District.

4.5 The successful proposer may not assign his rights and duties under the award without the written consent from the District. Such consent shall not relieve the assignor of liability in event of default by his assignee.

4.6 Proposals will be received only in an electronic format with the District’s Online eBid System.

4.7 All proposals must be submitted with the District’s Online eBid System by October 5, 2016 at 3:00 PM CST. All proposals received after the prescribed deadline, regardless of the mode of delivery, shall be returned unopened. Questions regarding the specifications must be e-mailed to Donna Brennan at donna.brennan@gcisd.net. All questions should be submitted by email with a copy to the Purchasing Clerk at michele.kolling@gcisd.net. The deadline for submitting questions in conjunction with this Request for Proposals is September 23, 2016.

4.8 The District reserves the right to reject any or all proposals, in whole or in part, to waive any informality in any proposal, to declare inadequate or inappropriate any proposer failing to meet the specifications, and to accept the proposal which, in its discretion, is in the best interest of the District.

Section 5.0 - BACKGROUND INFORMATION

5.1 Grapevine-Colleyville Independent School District has approximately 13,920 enrolled students and 1,746 full time employees.

5.2 The Grapevine-Colleyville ISD is located in Tarrant County, Texas, in the Dallas - Fort Worth Metroplex. It consists of 11 elementary schools (K-5), four middle schools (6-8), four high schools (9-12), and two alternative schools. The District also operates an Early Childhood Development Center.

5.3 The student population and school listing included in this RFP is provided in the chart below and continued on the following page:

Enrollment by Campus:	
Elementary Schools	Enrollment
Bear Creek Elementary	777
Bransford Elementary	426
Cannon Elementary	553
Colleyville Elementary	455
Dove Elementary	546
Glenhope Elementary	441
Grapevine Elementary	548
Heritage Elementary	455
O.C. Taylor Elementary	456
Silver Lake Elementary	592
Timberline Elementary	716
Total Elementary Students	5,965
Middle Schools	Enrollment

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Colleyville Middle	725
Cross Timbers Middle	799
Grapevine Middle	758
Heritage Middle	926
Total Middle School Students	3,208
High Schools	Enrollment
Colleyville Heritage High	2,167
Grapevine High	1,911
Total High School Students	4,078
Alternate Campuses	Enrollment
Bridges and VISTA	54
Total Enrollment	13,285

5.4 The total number of employees and breakdown are as follows:

Line #	Description	Qty.
5.4.1	Administrative Campus Personnel (Principals, Asst. Principals, Counselors, Nurses, Librarians):	108
5.4.2	Teachers:	778
5.4.3	Campus Auxiliary Employees (Custodial, Nutrition, Campus:	286
5.4.4	Central Administrators:	44
5.4.5	Central Staff Auxiliary Employees:	69
5.4.6	Transportation Employees:	60
5.4.7	Other:	401
	Total	1,746

5.5 Additional information:

5.5.1 Additional information about Grapevine-Colleyville ISD can be obtained on its website from the following link: <http://www.gcisd-k12.org/site/default.aspx?PageID=1>.

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Section 6.0 – RECOMMENDED TIMETABLE

Recommended Time Table for Grapevine-Colleyville Independent School District

Distribute Specifications

September 9, 2016

Proposal Deadline

October 5, 2016

Evaluation Period

(incl. contract review & negotiation, & refreshed pricing with shortlisted suppliers)

October 5, 2016 – October 11, 2016

Vendor Interviews (if required)

October 11, 2016

Board Award

October 24, 2016

Effective Date

June 1, 2019

Section 7.0 – SPECIFICATIONS/SCOPE OF WORK

7.1 SPECIFICATIONS

7.1.1 The Grapevine-Colleyville ISD is accepting proposals from qualified firms to provide Electric Supply Services on an as-needed basis under a multi-year contractual agreement. The term of the agreement shall include the Initial Term and any Renewal Term(s). All fees for items required in the Specification and/or Scope of Work/Services, or other reimbursement arrangements must be disclosed. The terms and conditions of this RFP will become part of any sub-sequent contract and in case of conflict; the terms/conditions of the RFP take precedence over the “standard” contract or binder regardless of any language to the contrary in the “standard” contract or binder.

7.1.2 The Initial Term shall be effective on June 1, 2019. A Renewal Term or Terms may be negotiated for any combination of up to and including a period of five (5) years, pending mutual agreement between the District and the vendor.

7.1.3 OTHER THAN Price, proposal responses must be guaranteed for a minimum period of one-hundred and eighty (180) days.

7.1.4 For a Renewal Term commencing as of the expiration date of the Initial Term, The District reserves the right to extend the contract for a Term or Terms of one (1) year increments up to and including a period of five (5) years (Renewal Term) if the vendor and the District mutually agree. Renewing the agreement would imply doing so under the same terms and conditions, except for price and possibly product.

7.1.5 At any time during the Initial Term or Renewal Term(s) of less than five (5) years in aggregate, the District’s Purchasing Department may request a price for a Renewal Term from the vendor. This offer must be in writing.

7.1.6 The District reserves the right to reject any or all of the offers for a Renewal Term as it deems to be in the best interest of the District.

7.1.7 A contract is in force during the period stipulated by the proposal or until replaced by a subsequent proposal for the same product and/or services

7.1.8 If, for any fiscal year (July 1 thru June 30) of this contract, the Board of Trustees fails to appropriate funds for any reason for these goods/services, the District will notify the vendor immediately and will no longer be obligated under the contract.

7.1.9 Proposals received in the District’s Purchasing Office after the date and time specified will not be considered. The District is not responsible for lateness or non-delivery of mail, carrier, etc., and the date/time stamp in the Purchasing Office shall be the official time of receipt. Proposals may not be submitted by facsimile.

7.1.10 For evaluation purposes, respondents shall submit an electronic response using the District's Online eBid System.

7.1.11 The District reserves the right to negotiate, accept or reject any and all proposals and to waive any formalities or technicalities if deemed in the best interest of the District. The District also reserves the right as sole judge of quality and equality.

7.1.12 Proposals meeting the requirements of the RFP shall be considered. Respondent's taking exception to the specifications or offering substitutions shall state these exceptions plainly on the proposal document.

7.1.13 Respondents shall bear the burden of proof of compliance with this proposal and specifications.

7.1.14 Any interpretations, corrections, additions, or changes to this Request for RFP and the Specifications will be made by addenda or amendment(s) to the proposal. The sole issuing authority of addenda or amendment(s) shall be vested in the District's Purchasing Department. Addenda or amendment(s) will be sent to all who are known to have received a copy of this Request for Proposal.

7.1.15 Each respondent agrees to hold their offer open for acceptance by the District for no less than one hundred eighty (180) days from the Request for Proposal response date and time.

7.1.16 Under this contract, the Financial Services Chief Financial Officer, DaiAnn Mooney, will have the responsibility to ensure compliance with contract requirements. The Financial Services Department serves as the liaison between the District's Purchasing Department, which has the overall contract administration responsibilities, and the successful vendor.

7.1.17 No right or interest in this contract shall be assigned or delegation of any obligation made by the vendor to another vendor. Any attempted assignment or delegation by the vendor shall be wholly void and totally ineffective for all purposes.

7.1.18 Each respondent, by making his proposal, represents that he/she has read and understands the Request for Proposal.

7.1.19 The successful respondent must be able to accept purchase orders via email as well as facsimile.

7.1.20 Invoices shall indicate the District's purchase order number. Invoices shall be issued for only items received or services rendered and shall include all back-up reports to substantiate any fees due to the successful vendor. Any payment made under this agreement shall not be due until the invoice(s) are submitted after delivery. Any change made to invoices, including additions and terminations, must be submitted in a timely and prudent manner. Pursuant to Texas Government Code 2251.021, payments will be made within forty-five (45) days. All invoices shall be sent electronically to invoice@gcisd.net or mailed directly to:

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Grapevine-Colleyville Independent School District
Attn: Financial Services
3051 Ira E. Woods Avenue
Grapevine, Texas 76051

7.1.21 The District is exempt from payment of any Texas Sales Tax or Federal Excise Tax allowed by law. A Tax Exempt Certificate will be provided to the successful vendor upon request.

7.1.22 Each respondent must give notice to the District if a person, owner, or operator of the business has been convicted of a felony. The District may terminate a contract with a person or business if the District determines that the person or business failed to give such notice or misrepresented the conduct resulting in the conviction.

7.1.23 Each respondent must give notice to the District if a person, owner or operator of the business has been convicted of a felony. The notice must include a general description of the conduct resulting in this conviction of a felony (this requirement does not apply to a publicly-held corporation). The District may terminate a contract with a person or business if the District determines that the person or business failed to give such notice or misrepresented the conduct resulting in the conviction. (Felony Conviction Notification is enclosed with this RFP).

7.1.24 If, at any time, the vendor fails to fulfill or abide by the terms, conditions or specifications of the contract, the District reserves the right, upon written notice to the vendor to cancel the contract.

7.1.25 The District reserves the right to cancel this contract at any time during the term without cause. Notification will be submitted in writing no less than thirty (30) days prior to the effective date.

7.1.26 Both parties agree that the venue for any litigation arising from this contract shall be in Tarrant County, Texas.

7.1.27 Please note that a gift to a public servant is a Class A misdemeanor offense if the recipient is a government employee who exercises some influence in the purchasing process of the governmental body. This would certainly apply to anyone who helps establish specifications or is involved in product selection or directs a purchase.

7.1.28 Respondents shall note any and all relationships that might be a conflict of interest and include such information with the proposal.

7.1.29 The Uniform Commercial Code shall govern this contract. 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 as effective and in force on the date of this agreement. Vendors are advised that all District contracts are subject to all legal requirements provided for in the Local, State and Federal statutes.

7.1.30 A Conflict of Interest Questionnaire should be 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 government entity and the person meets requirements under 176.006(a). By law this

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questionnaire must be filed with the Grapevine-Colleyville ISD Records Administrator not later than the 7th 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. An offense under this section is a Class C misdemeanor. Additional information may be obtained from the Texas Ethics Commission's website at <http://www.ethics.state.tx.us>. For convenience, the vendor questionnaire is attached with this RFP. Completed forms may be e-mailed to Donna Brennan at donna.brennan@gcisd.net with a file copy to the Purchasing Clerk, michele.kolling@gcisd.net.

7.1.31 The District reserves the right to utilize other District contracts, State of Texas contracts, contracts awarded by other governmental agencies, other school boards, or cooperative agreements in lieu of any offer received or award made as a result of this proposal, if it is in its best interest to do so.

7.2 Except as otherwise expressly provided, Offeror shall defend, indemnify, and hold The District harmless from any and all claims, liability, loss and expenses, including reasonable costs, collection expenses, and attorneys' fees, which arise by reason of the acts or omission of the Offeror, its agents or employees in the performance of its obligations under the contract. This clause shall survive the termination of any contract.

7.3 The District shall have the right to terminate for default all of any part of this contract if proposer breaches any of the terms hereof or if the proposer becomes insolvent or files any petition in bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies that The District may have in law or equity, specifically including, but not limited to the right to collect for damages or demand specific performance.

7.4 Questions regarding the specifications must be e-mailed to Donna Brennan at donna.brennan@gcisd.net by the deadline indicated in paragraph 2.20 and 4.7 of the Standard Terms and Conditions. For a copy of the RFP in electronic format please email your request to the Purchasing Clerk at michele.kolling@gcisd.net.

7.5 Provide a list of personnel, including resumes, certifications and expertise, which will be providing services to GCISD under this agreement.

7.6 PROPOSAL OVERVIEW:

7.6.1 The Grapevine-Colleyville Independent School District ("GCISD") is seeking a to establish a business relationship with multiple vendors who provide services relating to ELECTRIC SUPPLY SERVICES as deemed necessary by the District.

7.6.2 Grapevine-Colleyville ISD is a K-12 public school system located in the heart of the Dallas-Fort Worth Metroplex. The 54.1 square mile district serves Grapevine, Colleyville, and portions of Euless, Southlake, Hurst and Bedford, and consists of 17 traditional schools serving approximately 13,285,600 students and 1,746 employees. With a mission to be "THE BEST," GCISD is committed to educational excellence for all children.

7.6.3 GCISD lies within the Oncor electric utility footprint. Total annual consumption is approximately

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20,000,000 kWh. Current contract expiration date: the first meter read date for each meter following May 31, 2019.

7.6.4 GCISD voters passed a \$249 million bond measure on May 7, 2016. Construction projects will began in June 2017 and include several renovations and additions to existing buildings, most of which are inconsequential to the District's total yearly electricity consumption. Specific information is located at <http://www.gcisdbond2016.com/>.

7.6.5 A competitive pricing proposal is a key requirement from Proposers. The ultimate decision making authority for selection of GCISD's REP is our Board of Trustees. GCISD's Energy Consultants, Finance, and Purchasing departments are responsible for completing the analysis and presenting recommendations to the Superintendent for submission to the Board of Trustees. It is anticipated that a District representative will be authorized to award and sign an energy supply contract with the awarded Retail Energy Provider for a pre-determined "Not to Exceed" price.

7.6.6 GCISD has engaged the services of Amerex Energy Brokers, LLC (Amerex) as its Energy Consultant. The selected REP will be responsible for payment directly to Amerex for its stated consulting fees.

7.7 SCOPE OF WORK

7.7.1 This Request for Proposal (RFP) has been issued to enable GCISD to procure electricity and associated services in the deregulated Texas electricity market. The qualified Retail Energy Supplier ("REP") must be prepared to partner with GCISD's Energy Management Consultants in achieving our cost reduction, energy budget and energy conservation management objectives by providing a high level of customer service, as well as highly competitive pricing.

7.7.2 The specific GCISD facility accounts which will be serviced by the awarded REP are noted in Attachment A – ESID Number. Service will begin immediately after the final meter readings under the existing contract.

7.8 QUALIFICATION PROCESS

7.8.1 The District will review the proposals received to determine the REP that offers the best value to GCISD, consistent with the qualification requirements noted in this request for Competitive Sealed Proposal.

7.8.2 Respondents will be qualified according to the following general criteria:

7.8.2.1 Certified by Texas Public Utility Commission as a Retail Electricity Provider

7.8.2.2 Minimum of two years in retail energy sales in state of Texas

7.8.2.3 Acceptable financial status

7.8.2.4 Minimum two years of experience working with Texas K-12 education

7.8.2.5 Implement switching of service without interruption of service

7.8.2.6 Evidence of best-in-class billing practices

7.8.2.7 Ability to provide service management and customer care

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7.9 QUALIFICATION SUBMISSIONS

7.9.1 Respondents shall provide details of claims that support their company’s capabilities against the following criteria:

7.9.1.1 Financial Robustness & Experience – provide details on the size of your organization and pertinent financial excerpts from your annual report and your involvement and experience in Texas and other deregulated markets. Provide a copy of the full annual report or a link. Also, the most recent three (3) years audited financial statements must be included).

7.9.1.2 List of current and past customers in Texas. Provide three (3) governmental (preferably school district) references. Include contact name, phone, email address, and number of years served. References and examples also addressed in Section 8.0.

7.9.1.3 Billing & Customer Switching – provide details about your capabilities and expected performance standards in these areas. Provide:

7.9.1.3.1 How does your firm ensure that systems supporting these activities will operate effectively from the first day the contract is awarded?

7.9.1.3.2 Provide detailed procedure(s) of your billing systems and payment options, and how your company will ensure the generation of timely and accurate electricity billing.

7.9.1.3.3 Indicate your firm’s capability of providing: 1) electronic billing, and, 2) discount for early pay. Provide details of your firm’s on-line portal, if such portal exists.

7.9.1.3.4 Payment due terms should not be less than forty-five (45) days from receipt of the invoice, unless a discount for early payment is offered. If a discount for early payment is offered, the district cannot be charged interest unless the payment is not made within forty-five (45) days from receipt of the invoice.

7.9.1.3.5 Consolidated, electronic billing is required. Please submit sample bill.

7.9.1.4 Account Management & Customer Care

7.9.1.4.1 Provide details of expected level of customer service standards. GCISD is requesting that a “dedicated” Account Manager be assigned.

7.9.1.4.2 Capabilities to provide effective and accurate accounts management (adding, deleting, and modifying).

7.9.1.5 Energy Conservation - provide examples, including financial and non-financial benefits delivered to your customers.

7.9.1.6 Any Other Value-Added Service, Capability, or Offering – community rebate program, energy retrofit incentives, etc.

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7.9.1.7 Reliability Issues:

7.9.1.7.1 Capability to work effectively with our Maintenance Electrical Department to minimize the impact on safety and GCISD operations as a result of poor power quality and electricity interruptions.

7.9.1.7.2 Ensure new facilities/additions will have electricity supply connected by their required dates.

7.9.2 Exceptions

7.9.2.7 7.9.1.11.1 Respondents taking exception to the terms and conditions or specifications of this proposal shall state these exceptions plainly on the Exception Page of the proposal document. The exceptions or deviations shall clearly identify the item that the exception or deviation applies to and explain in detail why the respondent cannot respond with items or service as specified in the Request for Proposal. **If no exceptions are indicated on the submitted form, it will be assumed that the respondent's proposal complies with our document.**

Please also provide a copy of your firm's form governmental entity contract for electricity supply services.

7.10 SELECTION CRITERIA, EVALUATION AND AWARD

7.10.1 The District will evaluate and compare those proposals that are complete as to form and information.

7.10.2 The District shall evaluate various factors to determine which vendor will be selected based on, but not limited to the following and not necessarily in this order:

7.10.2.1 The purchase price;

7.10.2.2 The reputation of the vendor and of the vendor's goods or services;

7.10.2.3 The quality of the vendor's goods or services;

7.10.2.4 The extent to which the goods or services meet the District's needs;

7.10.2.5 The vendor's past relationship with the District and other educational institutions;

7.10.2.6 The total long-term cost to the District to acquire the vendor's goods or services;

7.10.2.7 Whether the vendor or the vendor's ultimate parent company or majority owner:

A. Has its principal place of business in this state; or

B. Employs at least 500 persons in this state; and

7.10.2.8 And any other relevant factor specifically listed in the Request for Proposals.

7.10.3 The Evaluation table in Section 16.0 of this document provides the evaluation criteria and relative weight of each criterion and will be used to evaluate responses to this Request for Proposal.

7.10.4 Negotiations may be a part of this process; therefore the services, and/or specifications of the proposed may be altered during the negotiation period. However, respondents are cautioned to submit their most competitive pricing the first time through on the Response Form. If all other requirements are met initially there may not be any need for negotiation with any respondent.

7.10.5 The Board of Trustees for the District is expected to take action on this proposal no later than Monday, October 24, 2016.

7.11 PRICING INSTRUCTIONS

7.11.1 Provide fully bundled fixed price as well as heat rate pricing.

7.11.2 Indicate the applicability of each of the following price components, noting whether they are INCLUDED in the contract price, a Pass Through charge, at an Additional Cost, or Not Applicable. Prices should be rendered at the Hub, including **all costs** associated with inter-zonal congestion. Any option to include costs associated with securing supply at the load zone (intra-zonal congestion) must be separately and specifically identified.

7.11.3 Include and indicate that the \$0.002/kWh Consulting Fee, payable to **Amerex Energy Services**, is the Energy Price. Amerex's Consulting Fee is to be paid upon monthly receipt of GCISD's payments to the winning Offeror.

7.11.4 Include a ten percent (10%) add / delete provision in pricing.

7.11.5 2016 Bond Program – additions and construction projects scheduled to be completed as part of the 2016 Bond Program mentioned in section 7.6.4 include:

7.11.5.1 Cannon ES – The older wing of Cannon Elementary School (address 1300 West College Street, 3 meters) will be demolished and replaced with new construction, increasing the total square footage from 74,000 square feet to 82,000 square feet. Construction will be complete August 2018. Renovations will include a LED lighting upgrade. It is unknown at this time if a new meter configuration will be established.

7.11.5.2 Mustang Panther Stadium Renovation – The stadium will be extensively renovated and will include a total of 15,000 square feet of additional space. This will include a one level Press Box extending across the home side as well as Concession Stands. Final plans are incomplete, and at this time it is unknown if the concession areas will have conditioned air.

7.11.5.3 Classroom additions to accommodate enrollment and program growth (Grapevine ES, Timberline ES & Grapevine MS and cafeteria expansion at Heritage MS).

7.11.5.4 Two (2) new Multipurpose Activity Centers located at GHS & CHHS – consumption data is currently being drafted. Consumption data will be sent out as an addendum upon completion.

7.11.6 Historical usage files are attached. See Attachment A.

Section 8.0 – REFERENCES

8.1 Provide in your proposal at least three examples of documented success in Electric Supply Services delivery services provided to other school districts (preferred) or organizations that are being proposed in

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your offer. Include current contact name and number in order for this information to be verified. This is to be provided in the Proposal Questionnaire located in the Required Forms section of this RFP document.

8.2 Provide at least three *references* from school districts that your firm has provided Electric Supply Services delivery services provided to, including the name, phone number and e-mail address of the current primary contact at each district. This is to be provided in the Proposal Questionnaire located in the Required Forms section of this RFP document.

Section 9.0 – PROPOSAL FORMAT

9.1 Submit an electronic response using the District’s Online eBid System at <https://gcisdbid.ionwave.net>.

NOTE: Historical usage files are available for download and review within the District’s e-Sourcing system.

9.2 Use the “Response Codes” defined below to indicate the applicability of each of the following price components, noting whether they are Included in the contract price, a Pass Through charge, at an Additional Cost, or Not Applicable.

9.3 All responses are required to be submitted online through the District’s eBid system. **DO NOT PRINT THIS OUT AND SUBMIT IT AS YOUR RESPONSE.** This is included in this document to show what responses are required.

RESPONSE CODES
X = Included
PT = Pass through
NA = Not applicable
AC = Additional cost

	Cost Component	Fixed Price (Applicable Response Code)	Heat Rate (Applicable Response Code)
	Energy Costs:		
1.	Energy		
2.	Transmission and Distribution Service Provider (TDSP) Line Losses		
3.	Unaccounted For Energy (UFE)		
	Ancillary Services & Uplifts (non-nodal):		

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	Cost Component	Fixed Price	Heat Rate
		(Applicable Response Code)	(Applicable Response Code)
4.	Regulation Up Service (RUS)		
5.	Regulation Down Service (RDS)		
6.	Responsive Reserve Service (RRS)		
7.	Non-Spinning Reserve Service (NSRS)		
8.	Reliability Must Run (RMR) ERCOT fees		
9.	Black Start Service		
10.	ERCOT Administration fee		
11.	Emergency Interruptible Load Service (EILS) Charge		
12.	ORDC		
	Non ERCOT Related Fees:		
13.	Renewable Portfolio Standards (RPS)		
14.	QSE Fee		
	Nodal Related Costs		
15.	Hub Basis*		
16.	Real-Time Revenue Neutrality Allocation (Previously BENA)		
17.	Reliability Unit Commitment		
18.	Day-Ahead Make-Whole Charge		
19.	Base Point Deviation Payment		
20.	Charge for Emergency Power Increases & Voltage Support		
	Taxes and Miscellaneous Fees:		
21.	Sales Tax (if applicable)		
22.	Miscellaneous Gross Receipts Tax (if		

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	Cost Component	Fixed Price	Heat Rate
		(Applicable Response Code)	(Applicable Response Code)
	applicable)		
23.	Public Utility Commission Assessment (PUCA fee) aka Public Utility Gross Receipts Assessment (PUGRA)		
	Regulated Delivery Charges:		
24.	Transmission Charges (TC)		
25.	Distribution Charges (DC)		
26.	System Benefit Fund (SBF)		
27.	Nuclear Decommissioning Charge		
28.	Customer Charge (CC)		
29.	Metering Charge (MC)		
30.	Discretionary Service Fees		
	Stranded Costs:		
31.	Competitive Transition Charge (CTC)		
32.	Excess Mitigation Credit (EMC)		
33.	Transition charge (TC)		

Consumption Provide an estimate by month of total energy consumption (kWh).

Month	Projected Consumption (/kWh)	Month	Projected Consumption (/kWh)
January		July	
February		August	
March		September	
April		October	
May		November	
June		December	

Fixed Price (Pricing must be based on October 4, 2016 close-of-business curve)

Please specify the value of the load zone congestion premium per term.

Contract Term	Bandwidth	
Energy	Unlimited - specify exactly	*Load Zone Premium
24 Months	\$ /kWh	\$ /kWh
36 Months	\$ /kWh	\$ /kWh
48 Months	\$ /kWh	\$ /kWh
60 Months	\$ /kWh	\$ /kWh
Estimate of TDSP charges	\$ /kWh	\$ /kWh
Standing monthly meter or account charge	\$	\$

Heat Rate (Pricing must be based on October 4, 2016 close-of-business curve)

Please specify the value of the load zone congestion premium per term.

Term	Heat Rate	Retail Adder	*Load Zone Premium (adder to retail adder)
Energy	Unlimited - specify exactly		
24 Months			
36 Months			
48 Months			
60 Months			
Estimate of TDSP charges	\$ /kWh		
Standing monthly meter or account charge	\$		

Section 10.0 – CONTRACT PROVISIONS

10.1 OPENING OF PROPOSAL:

10.1.1 At the designated time and date, all proposals will be opened and listed. Responses received after opening time will be deemed non-responsive and will be returned unopened. The proposals will be reviewed by a District evaluation team to ascertain which proposals address all requirements for the Request for Proposals. Proposals determined to be technically non-responsive or not as responsive as other proposals are subject to elimination at this point. The team may interview selected vendors to clarify specific matters presented in the proposals. These discussions will allow the vendor to elaborate on his/her proposal and to request other pertinent information. The evaluation team will use information gained during these discussions and information presented in the proposal to rank vendors in accordance with criteria stated in the Request for Proposals and make their recommendation for award of any resulting contract.

10.2 AWARD OF CONTRACT:

10.2.1 Award of Contract, if it be awarded, will be made by the District to the Proposer whose proposal is determined to be the most advantageous to the District, taking into consideration the relative importance of price and other evaluation factors. It is estimated that the recommended award may be made within one hundred eighty (180) days after the opening of the proposals, but not before the District's next monthly meeting. No award will be made until after investigations are made as to the responsibilities of the Proposers.

10.2.2 The District reserves the right to solicit additional information from the Proposers, or any one Proposer, should the District deem such information necessary.

10.3 USE OF SUBCONTRACTORS:

10.3.1 The proposer awarded a contract by the District must be the prime contractor performing the primary functions of the contract. If any portion of the contract is to be subcontracted, it must be clearly set forth in the proposal document as to what part(s) are to be subcontracted, the reasons for the subcontracting, and a listing of subcontractors. Acceptance or rejection of a proposer's request to use subcontractors is at the sole discretion of the District. The District reserves the right to reject any proposal to function as the prime Contractor on the awarded contract. When approved, the subcontractor(s) shall agree to and be bound by all terms, conditions and specifications of the awarded contract and the proposer shall be responsible for proper performance of the contract by its subcontractor(s).

10.3.2 With prior approval of the District, the prime contractor may enter into subcontracts and joint participation agreements with others for the performance of portions of resultant agreement. The prime contractor shall at all times be responsible for the acts and errors or omissions of its subcontractors or joint participants and persons directly or indirectly employed by them. Nothing in this contract shall

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constitute any contractual relationship between any others and the District or any obligation on the part of the District to pay, or to be responsible for the payment of, any sums to the subcontractors.

10.3.3 The provisions of resultant agreement shall apply to all subcontractors in the same manner as to the prime contractor. In particular, the District will not pay, even indirectly, the fees and expenses of a subcontractor that do not conform to the limitations and documentation requirements of resultant agreement.

10.3.3 Upon written request from the District, the contractor shall supply the District with subcontractor agreements.

10.4 TERMS AND CONDITIONS:

10.4.1 PRICE:

The Proposer shall complete all forms and information submittals in the attachments, and submit with the proposal.

10.4.2 TERMS OF PAYMENT:

Terms of payment to the Proposer will be in accordance with the terms of the Agreement based on invoices submitted to and approved by the District. Invoices shall be fully documented in accordance with the Agreement. Invoices must reflect only the amount due for that portion of the services performed, materials and equipment furnished for the period covered by each invoice. Proposer agrees to waive any/all interest charges on overdue invoices.

10.4.3 PAYMENT OF SUBCONTRACTORS/SUPPLIERS:

If subcontractors/suppliers are utilized, Proposer shall agree to pay each subcontractor or sub consultant the appropriate share of the payment no later than the 10th calendar day after the day on which the Proposer receives payment from the District.

10.4.4 TAX EXEMPT STATUS:

The Grapevine-Colleyville ISD is a local political subdivision and exempt for all city, state, and federal sales and use taxes. However, it shall be understood the Proposer, for its purchase, lease, or rental of a motor vehicle cannot utilize this tax-exempt status.

10.4.5 VENUE:

This Contract shall be enforceable in Tarrant County, Texas, and if legal action is necessary by either party with respect to the enforcement of any and all of its terms and conditions, exclusive venue for any legal action shall lie in Tarrant County, Texas.

10.4.6 PERFORMANCE TIME:

Time is of the essence in the performance of services detailed in this RFP. The District considers time to

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be that period elapsing from the date the Notice to Proceed is issued until the Proposer begins providing the necessary work and services to be performed as part of the Scope of Services.

10.4.7 If you have questions regarding the preparation of your proposal, you may contact Donna Brennan, at donna.brennan@gcisd.net as stated in Section 4.7 of this document.

10.4.7.1 Information from phone calls or through avenues other as directed above is not binding and may result in your response being disqualified.

10.4.8 NOTICE OF DELAYS:

Whenever the Proposer encounters any difficulty which is delaying or threatens to delay timely performance (including actual or potential labor disputes, service interruptions, or other), the Proposer shall immediately give notice thereof in writing to the District, stating all relevant information with respect thereto. Such notice shall not in any way constitute a basis for an extension of the delivery or performance schedule or be construed as a waiver by the District of any right or remedies to which it is entitled by law or pursuant to provisions herein. Failure to give such notice, however, may be grounds for denial of any request for an extension of the delivery or performance schedule because of such delay.

10.4.9 FORCE MAJEURE:

Proposer shall not be liable for delay in delivery or performance or for failure to give notice of delay when such delay is due to factors beyond its control, including, but not limited to, fires, strikes, explosions, governmental regulations, court orders or decrees, or acts of nature such as flood, wind, earthquake, tornado or hurricane. If the Proposer is unable to perform any of its obligations as a result of force majeure, Contractor shall immediately give written notice to the District of the date of inception of the force majeure condition and the extent to which it will affect performance.

10.4.10 TERMINATION:

10.4.10.1 Termination for Cause. The District retains the right to terminate any contract resulting from this RFP at its exclusive option and at no further cost or obligation to itself for reasons of Proposer's failure to perform satisfactorily in the following areas.

- Quality of service
- Fulfillment of other contractual commitments or requirements

10.4.10.2 Such termination action will be enacted only after the Proposer has been notified in writing by the District of its dissatisfaction and the Proposer has been given, in the District's opinion reasonable time to correct the matter of dissatisfaction.

10.4.11 TERMINATION FOR CONVENIENCE OF THE DISTRICT:

In any contract resulting from this RFP the District retains the right to terminate the contract, in whole or in part, for convenience.

10.5 GENERAL PERFORMANCE REQUIREMENTS:

10.5.1 Performance shall commence upon execution of the contract by the Board President or designee and a written notice to proceed which must include a signed, original Purchase Order. Thereafter, all Work shall be coordinated, reviewed, and approved by the District Representative, or designee.

10.5.2 The scope of this Contract and requirements of the District as described in the RFP shall not be considered as binding on the District, and the Scope of Services awarded actually may be less than or greater than projected.

10.5.3 Proposer warrants that all services performed under any resulting Contract will be of the type and quality specified, and the District may reject and/or refuse Services, which fall below the quality specified in the RFP and resulting Contract.

10.5.4 Failure by the Proposer to make reasonable progress in accordance with the approved performance schedule shall entitle the District to seek services from alternate sources wherever available, with the right to seek reimbursement from the Proposer for amounts, if any, paid by the District over and above the Contract price.

10.5.5 All services performed under this Contract, as required by the RFP shall be performed in the highest quality workmanship and shall in every respect meet or exceed the industry standards for this type Contract.

10.5.6 Failure of Proposer to fully comply with the terms and provisions of this Contract shall constitute grounds for declaring the Proposer in default of the Contract.

10.5.7 It is estimated that the term of the agreement shall commence no earlier than Saturday, June 1, 2019.

10.5.7.1 It is estimated that the services may be procured for a multiple year term. The actual terms of the agreement will be established in the contract. The agreement may be renewed for additional terms as stated elsewhere in this document or contract.

10.5.8 Should the District enter into an agreement as a result of this proposal, Proposer agrees that the District is a valued and substantial customer of the Proposer, and agrees that the District shall enjoy a “most favored customer” status and participate in promotional activities of the Proposer at an equal rate to the lowest rates given to governmental, public, or individuals, and that these renegotiations will take place between the District and Proposer at times and place convenient to both.

10.5.9 Re-negotiation of rates, payments, and other necessary or desirable changes in a resulting agreement will take place between the District and Proposer at times and place convenient to both. Notwithstanding, no increase or decrease in rates or payments may be made without written consent of both parties, and countersigned by the appropriate designated representatives.

10.6 INDEMNIFICATION:

10.6.1 To the fullest extent permitted by applicable law, the Proposer and its agents, partners employees, and consultants (collectively "Indemnitors") shall and do agree to indemnify, protect, defend with counsel approved by the District, and hold harmless the District and its affiliated enterprises, representatives of the District, and their respective officers, directors, members of the board, partners, employees and agents (collectively "Indemnitees") from and against all claims, damages, losses, liens, causes of action, suits, judgments and expenses, including attorney fees, of any nature, kind, or description (collectively "Liabilities") of any person or entity whomsoever arising out of, caused by, or resulting from the performance of services, or provision of goods, by contractor pursuant to this contract, or any part thereof, which are caused in whole or in part by any negligent act or omission of the Proposer or, anyone directly or indirectly employed by it or anyone for whose acts it may be liable even if it is caused in part by the negligence or omission of any Indemnitee, so long as it is not caused by the sole negligence or willful misconduct of any Indemnitee. In the event more than one of the Indemnitors are connected with an accident or occurrence covered by this indemnification, then each of such Indemnitors shall be jointly and severally responsible to the Indemnitees for indemnification and the ultimate responsibility among such Indemnitors for the loss and expense of any such indemnification shall be settled by separate proceedings and without jeopardy to any Indemnitee. The provisions of this article shall not be construed to eliminate or reduce any other indemnification or right which the District or any of the Indemnitees has by law.

10.6.2 Proposer shall protect and indemnify the District from and against all claims, damages, judgments and loss arising from infringement or alleged infringement of any United States patent, or copyright, arising by or out of any of the services performed or goods provided hereunder or the use by Proposer or by the District at the direction of Proposer of any article or material, provided that upon becoming aware of a suit or threat of suit for patent or copyright infringement, the District shall promptly notify Proposer and Proposer shall be given full opportunity to negotiate a settlement. Proposer does not warrant against infringement by reason of the District's design of articles or the use thereof in combination with other materials or in the operation of any process. In the event of litigation, the District agrees to cooperate reasonably with Proposer and parties shall be entitled, in connection with any such litigation, to be represented by counsel at their own expense.

10.6.3 The indemnities contained herein shall survive the termination of any agreement or purchase order for any reason whatsoever.

10.7 CONTRACT DEVELOPMENT: If a separate Contract is not written, the Contract entered into by the parties shall consist of the RFP document, the signed proposal submitted by the Proposer, the specifications including all modifications thereof, and a purchase order or letter of agreement requiring signatures of the District and the Proposer, all of which shall be referred to collectively as the Contract Documents, and will be a binding part of the final contract entered into by the selected Proposer and the District unless expressly excluded in the final agreement between the District and the Proposer.

10.7.1 Contract Modification and Amendment: The parties may adjust the specific terms of this Contract (except for pricing) where circumstances beyond the control of either party require modification or

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amendment. Any modification or amendment proposed by the Proposer must be in writing to the Contract Administrator. Any agreed upon modification or amendment must be in writing and signed by both parties.

10.7.2 Contract Term: Unless otherwise agreed to by the District and the awarded Provider, the contract start date shall be in effect the date of the last signature by both parties and upon the start date following the expiration of the meter contracts with the incumbent Retail Electric Provider (“**Contract Start Date**”). The initial contract term will depend on the actual term selected by the District at the time of contract execution (“**Initial Contract Term**”) and the contract will expire either (i) at the end of the Initial Contract Term or (ii) at the end of any contract extensions/renewals (“**Renewal Term**”) that may have been exercised by the District (the “**Contract Expiration Date**”). At any point, the contract term (“**Contract Term**”) shall be defined by the expiration date of either the Initial Contract Term or the then current Renewal Term, where applicable. The awarded REP shall provide retail electric service to the District’s specified facilities on an uninterrupted basis over the Contract Term.

10.7.3 Contract Data: The Contractor is required to provide the District with detailed data concerning the Contract at the completion of each contract year or at the request of the District at other times. The District reserves the right to audit the Contractor's records to verify the data. This data may include, but is not limited to services rendered and material sold to the District.

10.8 INDEPENDENT CONTRACTOR STATUS: Proposer recognizes that it is engaged as an independent contractor and acknowledges that the District will have no responsibility to provide transportation, insurance or other fringe benefits normally associated with employee status. Proposer, in accordance with its status as an independent contractor, covenants and agrees that it shall conduct itself consistent with such status, that it will neither hold itself out as nor claim to be an officer, partner, employee or agent of the District by reason hereof, and that it will not by reason hereof make any claim, demand or application to or for any right or privilege applicable to an officer, partner, employee or agent of the District, including, but not limited to, unemployment insurance benefits, social security coverage or retirement benefits. Proposer hereby agrees to make its own arrangements for any of such benefits as it may desire and agrees that it is responsible for all income taxes required by applicable law.

10.9 COMPLIANCE WITH LAWS: In the execution of the Contract, the Proposer must comply with all applicable State and Federal laws, including but not limited to laws concerned with labor, environment, equal employment opportunity, safety and minimum wages. The Proposer shall make itself familiar with and at all times shall observe and comply with all Federal, State and Local laws, ordinances and regulations which in any manner affect the conduct of the Work, and shall indemnify and save harmless the Grapevine-Colleyville ISD and the Board of Education and its official and/or contractual representatives against any claim arising from violation of any such law, ordinance or regulation by itself or by its subcontractors, or suppliers at any tier, or its employees. When requested, competent evidence of compliance with applicable laws shall be furnished.

10.9.1 The Proposer shall cooperate with applicable city or other governmental officials at all times where their jurisdiction prevails. The Proposer shall make application for any permits and permanent utilities that are required for the execution of a Contract.

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10.10 RIGHT TO AUDIT: At any time during the term of this Contract and for a period of four (4) years thereafter the District or a duly authorized audit representative of the District, or the State of Texas, at its expense and at reasonable times, reserves the right to audit Proposer's records and books relevant to all services provided under this Contract. In the event such an audit by the District reveals any errors/overpayments by the District, the Proposer shall refund the District the full amount of such overpayments within thirty (30) days of such audit findings, or the District, at its option, reserves the right to deduct such amounts owing the District from any payments due the Proposer.

10.11 ACCESS TO DOCUMENTS: To the extent applicable to this procurement, in accordance with applicable Public Law, Proposer agrees to allow, during and for a period of not less than four (4) years after the Contract term, access to this Contract and its books, documents, and records; and contracts between Proposer and its subcontractors or related organizations, including books, documents and records relating to same, by the Comptroller General of the United States, other governmental investigative agency, or their duly authorized representative(s), legally authorized to investigate alleged fraud, overcharge, or other diversion of funds from a public school district receiving Federal and State public funds.

10.12 INSURANCE REQUIREMENTS: The successful Offeror, at his/her own expense, shall provide and maintain insurance with fiscally sound firms (at least an AM Best rating of A-) authorized to do business in Texas as follows. The successful Offeror may be required to provide a copy of insurance coverage according to GCISD Policy CHE (REGULATION). Insurance certificates may contain a provision, or Offeror's signature on this bid/proposal certifies, that coverage afforded under the policies will not be canceled until at least thirty (30) days prior written notice has been given GCISD. Insurance must remain in effect for the duration of this contract. In some cases, the District may be required to be named as an additional insured on the vendor's insurance coverage. If the District is to be named as an additional insured on the vendor's insurance coverage, the certificate indicating this should be provided within ten (10) calendar days from date of award at the vendor's expense. If the District requires a certificate of insurance, the bid/proposal number and title should be noted in the "Description of Operations/Locations/Vehicles/Special Items" block of the certificate and the "Certificate Holder" block of the certificate should read, "GCISD, Attn: Risk Manager, 3051 Ira E. Woods Avenue, Grapevine, Texas 76051." Additional insurance requirements may be required for construction and/or services projects and will be identified elsewhere in this document. Included in this request for Request for Proposal solicitation Item No. 17.17 of this section, is a **Commitment to Provide Insurance Form**. This form is required for contracts in the amount of \$25,000 or greater, and serves as a commitment from the prospective vendor(s) that the required insurance will be obtained and a certificate of such insurance will be furnished to GCISD that meets the insurance requirements of this contract. **This form shall be completed by the Proposer's insurance broker/agent and returned with your proposal.**

10.12.1 WORKERS' COMPENSATION: Successful Offeror must maintain workers' compensation coverage for employees as required by all applicable Federal, State, Maritime, and local laws including Employer's Liability with a limit of at least \$100,000. If required, all vendors submitting bids or proposals shall include a copy of his/her current insurance certificate indicating coverages of the following lines of coverage in the following minimum amounts:

10.12.2 INSURANCE REQUIRMENTS: Contracted projects of any size will be adequately insured. Anyone making a purchase and the purchasing department will verify coverage and will not waive any insurance requirements unless the risk manager has signed a request for waiver form. The chief operations officer will make final waiver approval.

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Vendors will not be allowed to begin work until evidence of the required insurance is provided. Proper evidence of insurance will include certificates of insurance and/or additional insured endorsements (when proof of additional insured status is required to ensure that requested coverage has actually been procured). All payments for performance bonds and evidence of insurance will be reviewed before the vendor is awarded a contract or contemporaneously with the execution of a contract, when applicable. Submittals must be verified prior to issuing a purchase order.

Contracts and aggregate contracts below \$25,000 per year have no formal insurance submittals unless required by Purchasing and Risk Management.

All evidence of insurance must have a current issue date when submitted for review (issued within the last 30 days). All contracts must have a waiver of subrogation on the General Liability, Automobile Liability, and Worker's Compensation.

Certificates submitted for review shall be addressed to the District at the following address:

Grapevine-Colleyville Independent School District
3051 Ira E. Woods Avenue
Grapevine, Texas 76051

10.12.3 COVERAGE AMOUNTS:

All contracts must have a waiver of subrogation on the general liability, automobile liability, and workers' compensation.

Insurance requirements for contracts valued at more than \$1,000,000 shall be determined on an individual basis.

All insurance policies proposed or obtained in satisfaction of these requirements will comply with the following general specifications, and will be maintained in compliance with these general specifications throughout the duration of the contract, or longer, if noted:

1. Each policy will be issued by a company authorized to do business in the state of Texas with an A. M. Best Company rating of at least A-.
2. Liability policies will be endorsed to provide the following:
 - Name as additional insured the District, its officials, agents, and employees.
 - That such insurance is primary and non-contributing to any other insurance available to the additional insured.
 - All policies will be endorsed to provide 30 days' prior written notice or cancellation, nonrenewal, or reduction in coverage except ten days for nonpayment of premium.
 - Should any of the required insurance be provided under a claims-made form, the contractor will maintain such coverage continuously throughout the term of this contract and without lapse, for a period of three years beyond the contract

DUE: OCTOBER 5, 2016 – 3:00 PM

expiration, such that occurrences arising during the contract term which give rise to claims made after expiration of the contract will be covered.

This insurance coverage for this RFP and resulting contract is currently being drafted and will be sent out as an addendum upon completion.

Evidence of insurance must be attached to the agreement.

Section 11.0 – EVALUATION PROCESS

11.1 Objective criteria will be utilized to evaluate each proposal. A major deficiency in any identified area may disqualify a proposal submission. In assessing the relative value and quality of each proposal, a Decision Matrix will be utilized in which point values will be assigned in a range from zero to the maximum point weighting for each classification.

11.2 Proposals received resulting from this process will be evaluated according to the criteria required of Texas Education Code §44.031 (b). This criteria is weighted according to the table included in Section 16.0.

11.3 Proposals will be evaluated by an Evaluation Committee comprised of key GCISD Personnel in order to fairly evaluate all qualified proposals. Proposals will be ranked.

11.4 Evaluations by committee members will be combined into a Committee Score and ranking and averaged to result in each proposing vendor receiving one score, which will be compared to the other proposals.

Section 12.0 – VENDOR INTERVIEWS (IF REQUIRED)

12.1 Due to the nature and subject matter of the training, it may be necessary to conduct interviews of the top ranked firms or individuals to learn more information and get acquainted with individuals proposed as potential service providers. If required, interviews will be scheduled with identified firms during the week of October 11, 2016.

12.2 GCISD reserves the right to exclude this process if the rankings and evaluation of proposals received results in a clearly superior service provided at a cost acceptable to the District.

Section 13.0 – PROCUREMENT SCHEDULE

13.1 The following procurement schedule will be utilized for this process:

Release RFP:	September 9, 2016
Deadline to Submit Questions	September 23, 2016
Responses Due:	October 5, 2016 – 3:00 PM
Evaluation Period:	October 5, 2016 - October 11, 2016

Section 14.0 – BOARD ACTION

14.1 A recommendation for this purchase will be made to the Grapevine-Colleyville ISD Board of Trustees at its regular Board meeting on October 24, 2016.

Section 15.0 – CONTACT INFORMATION

15.1 Vendors with questions related to this Request for Proposal are required to submit questions in writing only by e-mail to Donna Brennan at donna.brennan@gcisd.net. The deadline for questions related to this Request for Proposal is September 21, 2016.

15.2 Vendors may not contact any member of the GCISD Board of Trustees or GCISD Administration during any portion of this procurement process, including the Evaluation Period.

Section 16.0 – EVALUATION FORM

16.1 The District will consider all applicable factors in determining which proposal is in the best interest of the District. The District reserves the right to reject any, all, or any part of the proposals and to accept any advantage considered beneficial to the District. The District reserves the right to waive any information or minor technicalities or to accept any proposal deemed advantageous to the District.

16.2 The District will use the Form on the following page to score each proposal received.

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Electric Supply Services - 16-10-051-4

DUE: OCTOBER 5, 2016 – 3:00 PM

16-10-051-4 – ELECTRIC SUPPLY SERVICES - EVALUATION FORM				
Evaluation and Selection Criteria			Value	Score
1)	The Purchase Price;			
	a)	Proposed price offering and total economics proposed for services under this request;	75 pts.	
2)	The reputation of the vendor and of the vendor's goods or services;			
	a)	Qualifications and Experience;	5 pts.	
3)	The quality of the vendor's goods or services;			
	a)	Value Added Services demonstrated in the vendor's response;	5 pts.	
4)	The extent to which the goods or services meet the district's needs;			
	a)	Customer Service Record;	5 pts.	
5)	The vendor's past relationship with the district and other educational institutions;			
	a)	References;	5 pts.	
6)	The impact on the ability of the district to comply with laws and rules relating to historically underutilized businesses;			
	a)	This criterion does not apply as GCISD does not have a HUB inclusion policy;	0 Pts.	
7)	The total long-term cost to the district to acquire the vendor's goods or services;			
	a)	Cost for annual renewal or percentage of renewal cost if multi-year program proposed.	0 Pts.	
8)	Whether the vendor or the vendor's ultimate parent company or majority owner:			
	a)	has its principal place of business in this state; or	0 Pts.	
	b)	employs at least 500 persons in this state; and	0 Pts.	
9)	Any other relevant factor specifically listed in the request for bids or proposals.			
	a)	Financial Stability of the Respondent.	5 pts.	
		Total	100 Pts.	
Evaluator:				
Signature:			Date:	

(This space left blank intentionally)

Section 17.0 – REQUIRED FORMS

Section 17.0 contains forms that are required to be completed and submitted along with your response. Some are to be completed online and others are to be uploaded with your response. The forms to be completed online are located under the Attributes tab in the Online eBid System and highlighted in yellow below. The forms to be completed and uploaded are located under the Attachments tab in the Online eBid System. In order to make it easy to detect which forms are required, they are marked at the bottom of the form with the following label:

THIS PAGE MUST BE RETURNED WITH THE RFP

Failure to complete and submit these forms is grounds for disqualification of your offer. The required forms and the purpose they fulfill are

17.1 PROPOSAL FORMS CHECKLIST: This form is used as a checklist for proposing vendors to indicate that each required form has been reviewed and address as part of your bid response. This form must be completed and returned for a proposal or bid to be considered.

17.2 PROPOSAL FORM/BID FORM/PRICING MATRIX: This form is used to submit your offer for this proposal. This form is to complete pricing offered for this project and must be submitted with signature of person authorized to commit your company to this project at the price(s) offered. Proposers will submit pricing for the products offered to GCISD, which will be used to evaluate and establish a pricing mechanism for which future projects will be priced. These forms must be completed and returned for a proposal or bid to be considered.

17.3 BID/PROPOSAL OFFER FORM: This is the form that authorizes the respondent to represent his/her company to extend the offer to GCISD and enter into an agreement if an award is extended to this firm. This form also serves as a statement that the offer was not prepared in collusion with any competing vendor and that the stated prices are prepared independent of any pre-arranged agreement. This form is used to further verify as to the accuracy of all information contained in the response, including but not limited the required Felony Conviction Notice. This form must be completed and returned for a proposal or bid to be considered.

17.4 NOTICE OF NO RESPONSE FORM (If Applicable): In the event that a solicited vendor elects not to participate in this request for Competitive Sealed Proposal opportunity, completion and submission of a NOTICE OF NO RESPONSE form is helpful in evaluating its procurement processes. Please complete and return the NOTICE OF NO RESPONSE form and return it as instructed. This form must be completed and returned for a proposal or bid to be considered, unless your firm is responding to the solicitation.

17.5 AFFIDAVIT OF AUTHORITY AND NON-COLLUSION: This is a sworn statement that the individual presenting the offer to GCISD is authorized to represent the firm making the offer and that the firm will enter into any resulting agreement. It further affricates, under sworn statement, that the proposal was not prepared in collusion with any a competing vendor nor were price fixing and pre-arranged agreements made prior to or during the administration of this process. This form must be completed and returned for a proposal or bid to be considered.

17.6 STATEMENT OF COMPLIANCE/DEVEIATION FORM: This form is a signed statement that the proposal complies with all specifications and/or scope of work contained in the solicitation document, unless listed in the Exceptions section on this form, which is provided for the express purposes of identifying exceptions being taken from the specifications and/or scope of work. This form must be completed and returned for a proposal or bid to be considered.

In the absence of any deviation entry on this form, the bidder assures the District of their full compliance with the Standard Terms and Conditions, Item Specifications, and all other information contained in this document. This form must be completed and returned for a proposal or bid to be considered.

17.7 FELONY CONVICTION AND CRIMINAL HISTORY NOTICE: Texas State Law requires that persons or entities entering into business agreements with school districts must give notice to the district if the person or owner has been convicted of a felony. This form addresses this Requirement and must be submitted. NOTE: Conviction of a felony does not necessarily disqualify a vendor from receiving a Contract, but are examined on a case-by-case basis. This form must be completed and returned for a proposal or bid to be considered.

17.8 PROPOSAL QUESTIONNAIRE: This form is used for the purpose of provided in depth information about the firm submitting the offer, including experience levels, special training and/or skills needed to provide the services or goods required of the solicitation. This form must be completed and returned for a proposal or bid to be considered.

17.9 CONFLICT OF INTEREST COMPLIANCE FORM – This form is required in conjunction with House Bill 914, which went into law September 1, 2005 and became effective January 1, 2006. This is a two-page form, the first of which is a **Notice to Vendors** and the remaining page is the **Conflict of Interest Questionnaire**. Response to this fulfills requirements under Chapter 176, Section 176.006 (a) of the Texas Local Government Code. Vendors are required to complete this and include in their response, if applicable. If no conflict exists, vendors are required to complete and include the **NOTICE OF NO CONFLICT OF INTEREST STATEMENT**, included as the last page of this section. This form must be completed and returned for a proposal or bid to be considered.

NOTE: Submitting a Conflict of Interest Disclosure Statement does not necessarily disqualify a vendor from receiving a Contract, but are examined on a case-by-case basis.

17.10 IRS FORM W-9: This is a required form by the IRS for government entities that pay vendors in excess of \$600.00 annually in order to issue a 1099 form and is required in conjunction with the reporting requirements by the Internal Revenue Service. This form must be completed and returned for a proposal or bid to be considered.

17.11 GCISD CONTRACTOR CERTIFICATION: Texas Education Code chapter 22 requires service contractors to obtain criminal history record information regarding covered employees and to certify to the District that they have done so. Covered employees with disqualifying convictions are prohibited from serving at a school district. This form certifies that the vendors submitting will perform the required background check according to state law. This form must be completed and returned for a proposal or bid to be considered.

17.12 EPCNT INTERLOCAL AGREEMENT CONSENT FORM: This form is used for vendors to indicate agreement with allowing member districts and qualifying government entities access to any resulting contract or agreement to purchase under an Interlocal Agreement. Such purchases will be made directly with the requesting school district or government entity and GCISD will not serve as a collection agency or otherwise administer purchases for or on behalf of other qualifying entities or awarded vendor(s) under any resulting agreement. This form must be completed and returned for a proposal or bid to be considered.

17.13 RESIDENT BIDDER'S CERTIFICATION: In order for a proposal to be considered, the following information must be provided. Failure to complete may result in rejection of the proposal. As defined by Texas House Bill 602, a "nonresident vendor" means a vendor whose principal place of business is not in Texas, but excludes a contractor whose ultimate parent company or majority owner has its principal place of business in Texas. This form must be completed and returned for a proposal or bid to be considered.

17.14 DEBARMENT OR SUSPENSION CERTIFICATE: This form is required by regulations implementing Executive Order 12549, requiring vendors competing for contracts that are funded, fully or in part, with Federal Funds, to disclose whether that vendor has been debarred, suspended, ineligible or voluntarily been excluded from contracts of lower tiered covered transaction. Instructions on determining this information is included in the form. Vendors competing for contracts that are fully or partially funded with Federal Funds are required to disclose Lobbying Activities in conjunction with the pursuit of business. This form is provided for Vendors to disclose any Lobbying Activity identified in the instructions provided with this form. This form must be completed and returned for a proposal or bid to be considered, even if there is no lobbying activity to report.

17.15 COMMITMENT TO PROVIDE INSURANCE FORM: This form is used for vendors to include as confirmation of their agreement to provide insurance in the required coverage, naming Grapevine-Colleyville ISD as an additional insured, if awarded a contract under this solicitation process.

17.16 CERTIFICATE OF INTERESTED PARTIES – FORM 1295: Requirements to complete and include this form went into effect December 24, 2015 as a result of the passage of House Bill 1295. This form is required of Interested Parties who enter into qualifying contracts defined in HB1295. Failure to file this form with the Texas Ethics Commission will disqualify any qualifying contract and cause the District to dismiss any bid or proposal. Qualifying contracts are defined as: (1) requires an action or vote by the governing body of the entity or agency (school district) before the contract may be signed; or (2) has a value of at least \$1 million. Purchase Orders, when issued as delivery orders in conjunction with an awarded bid or proposal, are considered contracts and qualify for disclosure under this requirement. **Any bid or proposal awarded by the Grapevine-Colleyville ISD Board of Trustees will require the interested party to complete this filing online before purchases will be made under the awarded agreement, whether or not a separate contract document is executed.** A sample Form 1295 is included in this procurement document to make prospective vendors aware of this requirement. Vendors are NOT required to complete the enclosed form and include it in their response. Complete instructions and important information can be located from the following link: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

Section 18.0 - ADDITIONAL INFORMATION

The responsibility for compliance with this solicitation and the subsequent contract shall be with the Bidder/Offeror.

18.1 Offerors are expected to provide prompt service that is due under this contract including warranties and identified deliverables. Past performance of Offerors may be a factor in awarding future contracts.

18.2 Offerors are expected to deliver service(s)/product(s) per specifications.

18.3 Submit an electronic response on the Online eBid System.

18.4 The Proposer declares that in the event of the award of a contract to the undersigned to this offer will comply with the Immigration Reform & Control Act of 1986.

REMINDER: Responses to the RFP are due to the District by 3:00 PM on 10-05-16.

A District Evaluation and Selection Committee will review the responses and select the top vendor(s).

ATTACHMENT A

RFP #16-10-051-5 – ELECTRICITY SUPPLY SERVICES

GRAPEVINE-COLLEYVILLE ISD ACCOUNT LIST

**THE ACCOUNT LIST FOR USE IN RESPONDING TO
THIS RFP MUST BE DOWNLOADED FROM
THE "ATTACHMENTS" TAB IN THE EBID SYSTEM
LABELED ATTACHMENT A**

ATTACHMENTS B

RFP #16-10-051-5 – ELECTRICITY SUPPLY SERVICES

**GRAPEVINE-COLLEYVILLE ISD
CONSUMPTION DATA
JULY 2015 - AUGUST 2016**

**CONSUMPTION DATA FOR USE IN RESPONDING
TO THIS RFP MUST BE DOWNLOADED FROM
THE "ATTACHMENTS" TAB IN THE EBID SYSTEM
LABELED ATTACHMENT B**

ATTACHMENTS C-1 through C-7

RFP #16-10-051-5 – ELECTRICITY SUPPLY SERVICES

**GRAPEVINE-COLLEYVILLE ISD
HISTORICAL CONSUMPTION DATA
JULY 2-14 - AUGUST 2016**

**HISTORICAL CONSUMPTION DATA FOR USE IN
RESPONDING TO THIS RFP MUST BE
DOWNLOADED FROM THE "ATTACHMENTS" TAB
IN THE EBID SYSTEM IN SEVEN (7) SEPARATE
ATTACHMENTS LABELED ATTACHMENT C-1
through C-7**