

# COMPETITIVE PROCUREMENT SOLICITATION DOCUMENT



## THE INTERLOCAL PURCHASING SYSTEM (TIPS)

This specific solicitation is a Cooperative Purchasing Program available for membership by Governmental and other eligible entities in Texas' unregulated electricity markets.



## TEXAS REGION 8 EDUCATION SERVICE CENTER (Region 8 ESC)

TIPS Lead Agency

### **CONTACT INFORMATION:**

TIPS/Region 8 ESC  
4845 US Hwy. 271 North  
Pittsburg, Texas 75686  
Toll Free: (866) 839-8477  
Email: bids@tips-usa.com  
Website: www.tips-usa.com

### **NOTICE TO PROPOSERS**

### **PROPOSAL DUE DATE:**

**October 21, 2022 AT 3:00 P.M. LOCAL TIME**

ALL PROPOSALS TO BE RECEIVED ELECTRONICALLY, OR OTHERWISE SEALED, BY FOREGOING DATE & TIME.

### **LOCATION OF SOLICITATION DOCUMENTS:**

Solicitation documents are located at <http://tips.ionwave.net>. If you encounter a problem while accessing the solicitation, please contact TIPS at the contact information provided above for assistance.

### **REQUEST FOR PROPOSAL:**

This solicitation document is a Request for Proposal as permitted in Texas Education Code § 44.031 for the category:

**RFP 220904 Retail Electric Power (Texas Only)**

**NOTICE:** The type of solicitation document is identified directly above. The use of terms such as: "Solicitation", "Bid", "Request for Proposal", "RFP", "Request for Competitive Sealed Proposal", "RCSP", or other specific terms, may be informal terminology and should be construed to legally mean the method of competitive procurement identified directly above with the legal citation.

**PIGGYBACKING NOTICE:**

THIS IDIQ SOLICITATION IS INTENDED FOR THE USE OF REGION 8 ESC, TIPS, TEXAS TIPS MEMBER ENTITIES (MEMBERS), AND FUTURE TEXAS TIPS MEMBERS TO PIGGYBACK UPON AND UTILIZE AS THEIR OWN SOLICITATION FOR LEGAL PROCUREMENT. SINCE MEMBER ENTITIES PIGGYBACKING ON AN AGREEMENT RESULTING FROM THIS SOLICITATION MAY DO SO AT THEIR OWN DISCRETION/TIMING, THE SCOPE REQUIREMENTS OF THE SOLICITATION MAY CHANGE DURING THE LIFE OF THE RESULTING IDIQ AGREEMENTS AND NO SPECIFIC PURCHASE VOLUME IS GUARANTEED BY TIPS.

**Vendor Questions**

Questions about the specific solicitation shall be submitted to [bids@tips-usa.com](mailto:bids@tips-usa.com) with the following in the subject line: “220904 Retail Electric Power – Proposing Vendor Question”. Questions of a ministerial nature will be answered without an addendum, but questions of a substantive nature that are not addressed in the solicitation or deemed relevant to the process by TIPS will be addressed by properly posted addendum.

**SUBSTANTIVE QUESTIONS WILL BE RECEIVED UNTIL October 7, 2022 AT NOON Local Time.**

**Pre-Bid Meeting (Not Mandatory)**

A Pre-Bid Meeting may be requested by any proposer, if you wish to request a Pre-Bid Meeting, please email [bids@tips-usa.com](mailto:bids@tips-usa.com) by Noon, September 8, 2022.

If requested, a Pre-Bid meeting may be scheduled if agreed to by TIPS, in that circumstance, an addendum will be posted and notifications will be sent through the electronic bidding system to all known interested parties.

**\*If Requested, TIPS reserves the right to determine if a Pre-Bid Meeting is held.\***

ANTICIPATED SCHEDULE OF AWARD OR RELATED EVENT:

These anticipated dates may change due to number of responses and staff workloads or extension of time for the due date.

|                        |                         |                       |
|------------------------|-------------------------|-----------------------|
| Posting Date           | <b>August 25, 2022</b>  | 8:00 A.M. Local Time  |
| Proposal Deadline      | <b>October 21, 2022</b> | 3:00 P.M. Local Time  |
| Proposal Opening       | <b>October 21, 2022</b> | 3:00 P.M. Local Time  |
| Proposal Review Begins | <b>October 21, 2022</b> | 3:01 P.M. Local Time  |
| Proposals Award        | <b>January 17, 2023</b> | 8:30 A.M. Local Time  |
| Award Notifications    | <b>January 17, 2023</b> | 12:00 P.M. Local Time |

**Negotiating deviations to terms and conditions is very time consuming, so Vendors with deviations are evaluated last, so TIPS does not delay awards to vendors that do not submit deviations.**

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**This TIPS Agreement is available for use by all public entities, schools, colleges, universities, cities, agencies, counties and other government entities in the unregulated electricity markets of Texas if permitted by the jurisdictions of the governmental entities.**

## General Information

### URGENT NOTICE

**A public entity or qualifying non-profit has not made a proper legal procurement through TIPS for compliance, public procurement, or audit purposes until the public entity or qualifying non-profit has received the contract-specific TIPS Retail Electricity Contract Confirmation for their procurement file. The TIPS Retail Electricity Contract Confirmation will be issued promptly upon TIPS' receipt and approval of the Retail Electricity Provider's (REP's) required delivery of the executed, standardized TIPS Retail Electricity Contract and the required TIPS Electric Power Administration Fee Calculation Worksheet with attachments when required. If a public entity or qualifying non-profit customer believes that they have procured retail electricity from a TIPS REP through the TIPS Contract, with or without the assistance of a third-party consultant, and they have not received the project-specific TIPS Retail Electricity Contract Confirmation then no TIPS procurement has taken place and the public/non-profit entity may have made the purchase in violation of applicable public procurement laws unless or until the TIPS Retail Electricity Contract Confirmation is properly issued.**

### REP Reporting Requirements

When a public or non-profit entity enters into an electricity contract with REP which was procured under the TIPS Contract and/or includes the TIPS Contract Name and/or Number ("TIPS Contract Designation"), REP shall immediately, and not later than seven business days after the execution of the electricity contract, submit to [tipspo@tips-usa.com](mailto:tipspo@tips-usa.com) and [electricity@tips-usa.com](mailto:electricity@tips-usa.com), the executed, standardized TIPS Retail Electricity Contract, which shall be standardized as explained herein, and the required TIPS Electric Power Administration Fee Calculation Worksheet (which is included in the attachment documents of this solicitation for review), with corresponding supplemental documentation, when required.

### REP'S Standardized TIPS Retail Electricity Contract

REP must upload in editable Microsoft Word format the following contract documents into the response attachment location entitled "Required Sample Contract Documents." Please provide all standard contract documents that your company would require a TIPS member to execute if your company was selected to provide electric service. Because different TIPS members may choose to purchase different electricity products, please provide, in addition to your company's base agreement, confirmations/product exhibits/addenda for the following product structures:

- Fixed price (load following) with HUB to load zone congestion passed through;
- Gas index (load following) with HUB to load zone congestion passed through;
- Block and Index HUB to load zone congestion passed through on the block volumes;
- 100% Index (RTSPP) for all volumes.

All documents must be provided in editable Microsoft Word documents.

TIPS intends to negotiate a final set of TIPS-specific contract documents with the respondent(s) who otherwise qualify for award. If TIPS and a REP cannot successfully negotiate a final set of TIPS-specific contract documents to be utilized with customers during TIPS sales, then the REP cannot be awarded even when otherwise qualified.

***Where a TIPS Member entity customer enters into an electricity contract with an awarded REP under the TIPS Contract (including where the TIPS Contract Name/Number has been included in the related quotes and contract pricing and documents), REP must use the final TIPS-specific contract documents as the energy contract with the customer. However, TIPS Members reserve the right to negotiate modifications that reflect their particular needs.***

**TIPS Electric Power Administration Fee**

The total cost of the TIPS program, in most cases, is primarily funded through an administration fee paid to TIPS by the awarded REPs. In this case, the REPs will be given three potential fee structure options to choose from when reporting a TIPS sale through completion and submission of the required TIPS Electric Power Administration Fee Calculation Worksheet. REP may select the same fee structure for each sale, or select the fee structure most compatible with a specific project. The fee selection for any given project will be made via the completion and submission of the TIPS Electric Power Administration Fee Calculation Worksheet and REP will be required to report and pay accordingly. TIPS intends that REP include the fee in the contract price between the awarded REP(s) and the TIPS Member Customer who is contracting for electricity service. The awarded REPs will collect the fee from any TIPS Member through its normal invoicing process. Any failure to report or pay according to the selection made by REP at the time of reporting and these terms can result in contract termination and/or collection/legal actions. The option Fee Structures A, B, and C are defined below. If you intend to utilize Option “C”, you must submit the proposed structure or calculation in response to the Attribute entitled “Fee Structure Option C” for TIPS consideration.

**Timing of TIPS Administration Fee Calculation**

When a TIPS Member seeks a quote from a REP under the awarded TIPS Contract, the REP shall calculate the TIPS Administration Fee prior to delivering an initial offer to a TIPS Member. Once calculated, the fee is to be added to the REP’s electricity price that is presented to the TIPS Member. The TIPS fee will not be separately listed in REP’s contract and sale documents issued to the TIPS Member. If a REP fails to perform this calculation initially, per the terms of the TIPS Contract, the REP will still owe the same amount, but will be unable to factor that fee amount into the contract price quoted to the TIPS Member.

**Fee Structure Option A – Non-Refundable Lump Sum Payment**

For Fee Structure Option A the TIPS Member’s actual MWhs usage for the duration of the TIPS Retail Electricity Contract with the REP has no bearing or effect on the TIPS Administration Fee. If the TIPS Member utilizes more or less electric power than reflected in its historical MWhs electric power usage for the prior twelve-months, the TIPS Administration fee will not be altered or affected in any way. It is offered for ease of REP fee reporting and payment. On projects where REP selects Option A, REP shall complete the following calculation on the required TIPS Electric Power Administration Fee Calculation Worksheet to determine the lump sum fee which will be due to TIPS no later than thirty-days following TIPS receipt of the TIPS Electric Power Administration Fee Calculation Worksheet. The weighted fee is to be based on the *customer’s historical actual usage*, adjusted for any known changes to future consumption, multiplied by the number of years included in the contract term of years. Any failure to report or pay according to these terms can result in contract termination and/or collection/legal actions. **FOR OPTION A REPORTING, REP MUST SUBMIT THE EXECUTED REP-SPECIFIC STANDARDIZED TIPS RETAIL ELECTRICITY CONTRACT, THE COMPLETED TIPS ELECTRIC POWER ADMINISTRATION FEE CALCULATION WORKSHEET, PROOF OF HISTORICAL USAGE DOCUMENTATION, AND CORRESPONDING PAYMENT.**

**Tiered Formula to Calculate Amount to Be Multiplied by Each Year of the Underlying TIPS Retail Electricity Contract:**

| TIPS Fee (\$/MWhs) | Aggregate Annual Usage Tier (MWhs) |
|--------------------|------------------------------------|
| \$0.50             | 1-20,000                           |
| \$0.25             | 20,001-40,000                      |
| \$0.05             | 40,000 and above                   |

**What REP Needs to Calculate Option A TIPS Administration Fee:** The REP will need to acquire and utilize the TIPS Member’s annual historical MWhs electric power usage for the twelve-months prior to the date which the quote is being provided (hereinafter the “prior twelve-months.”) For example, if providing a quote in May of 2022, the REP would need to acquire the Member’s historical MWhs electric power usage for April 2021 through April of 2022.

**Calculation of TIPS Fee:** The Option A Fee is the total lump-sum amount derived from multiplying the TIPS Member’s actual twelve-month historical MWhs usage for the prior twelve-months by the tiered formula included in the Contract and below, and then again by the number of years that make up the term of the applicable TIPS Retail Electricity Contract. Per the formula, for the first 1-20,000 historical MWhs used by the Member in the prior twelve-months, are multiplied by \$0.50/MWh. The next tier of 20,0001-40,000 historical MWhs used by the Member in the prior twelve-months (if any), is multiplied by \$0.25/MWh. The final tier of 40,000 historical MWhs and greater used by the Member in the prior twelve-months (if any), is multiplied by \$0.05/MWhs. The REP will total those three amounts and multiply it by the number of years that make up the term of the applicable TIPS Retail Electricity Contract.

**EXAMPLE CALCULATION OF OPTION A NON-REFUNDABLE LUMP SUM FEE**

America ISD asks an Awarded REP for a TIPS quote under the TIPS Contract for a 3-year TIPS Retail Electricity Contract in July of 2022. REP immediately, prior to issuing the requested quote, requests America ISD’s prior twelve-month historical MWhs usage for July 2021 through June 2022. America ISD’s twelve-month historical MWhs usage is 50,000 MWhs. REP references the tiered formula provided in the TIPS Contract, and multiplies the first 20,000 MWhs by \$0.50 and gets \$10,000.00. REP multiplies the next 20,000 MWhs by \$0.25 and gets \$5,000.00. REP multiplies the remaining amount, which here is 10,000 MWhs by \$0.05 and gets \$500.00. REP totals the three, tiered totals (\$10,000.00 + \$5,000.00 + \$500 = \$15,500.00). REP then multiplies annual TIPS Administration Fee amount of \$15,500.00 by three because the term of the underlying Retail Electricity Contract is three-years, which totals \$46,500.00. The TIPS Retail Electricity Contract with the Member is signed August 1, 2022 and REP reports this sale through the required Worksheet on August 2<sup>nd</sup> 2022. REP owes TIPS the \$46,500.00 non-refundable lump sum fee in full on or before September 1, 2022 (thirty-days from reporting).

**YOU WILL BE ASKED TO COMPLETE THE FOLLOWING TO CALCULATE THE OPTION A NON-REFUNDABLE LUMP SUM FEE ON A TIPS SALE**

DATE RETAIL Electricity CONTRACT QUOTE REQUESTED: \_\_\_\_\_

TWELVE-MONTH PERIOD PRIOR TO REQUESTED QUOTE: \_\_\_\_\_ (Ex. July 2021 – June 2022)

YEAR TERM FOR TIPS RETAIL Electricity CONTRACT BETWEEN REP AND TIPS MEMBER CUSTOMER: \_\_\_\_\_ (Ex. “3 Years”).

TIPS MEMBER’S TOTAL MWhs ELECTRIC USAGE FOR PRIOR TWELVE-MONTHS: \_\_\_\_\_

Tiered Formula:

| Fee (\$/MWhs) | Usage Tier (MWhs) | Member's Actual MWhs Usage per Tier for Prior Twelve-Months (to be completed by REP) | TIPS Administration Fee (\$) per Tier for Prior Twelve-Months (to be completed by REP) |
|---------------|-------------------|--|--|
| \$0.50        | 1-20,000          |  |  |
| \$0.25        | 20,001-40,000     |  |  |
| \$0.05        | 40,000 and above  |  |  |

TOTAL MEMBER'S \$/MWhs FOR ALL TIERS (ANNUAL TIPS ADMINISTRATION FEE): \$ \_\_\_\_\_

**TOTAL TIPS NON-REFUNDABLE LUMP SUM FEE (ANNUAL TIPS ADMIN FEE x NUMBER OF YEARS RETAIL ELECTRICITY IS TO BE SUPPLIED UNDER TIPS RETAIL ELECTRICITY CONTRACT BETWEEN REP AND MEMBER:**

**\$ \_\_\_\_\_**

**Fee Structure Option B – Monthly Fee**

Fee Structure Option B is a monthly fee due for every month of the underlying electricity contract which is calculated at the outset of the contract based on historical usage. For Fee Structure Option B the fee will be the \$/MWh fee, based on historical usage, which once calculated, will be fixed during the life of the contract and is not subject to a true-up. **INITIALLY, VENDOR MUST SUBMIT THE EXECUTED REP-SPECIFIC STANDARDIZED TIPS RETAIL ELECTRICITY CONTRACT, THE COMPLETED TIPS ELECTRIC POWER ADMINISTRATION FEE CALCULATION WORKSHEET, AND PROOF OF HISTORICAL USAGE DOCUMENTATION. THEN, FOLLOWING THE INITIAL REPORTING, FOR EACH MONTH OF THE UNDERLYING TIPS RETAIL ELECTRICITY CONTRACT, THE REP MUST SUBMIT THE COMPLETED TIPS ELECTRIC POWER ADMINISTRATION FEE CALCULATION WORKSHEET, PROOF OF ACTUAL USAGE DOCUMENTATION, WITH CORRESPONDING PAYMENT FOR EACH MONTH OF THE LIFE OF THE UNDERLYING TIPS RETAIL ELECTRICITY CONTRACT.** Any failure to report or pay according to these terms can result in contract termination and/or collection/legal actions.

**Tiered Formula to Calculate \$/MWh Fee to be Applied to Customer's Monthly Usage.**

| TIPS Fee (\$/MWhs) | Aggregate Annual Usage Tier (MWhs) |
|--------------------|------------------------------------|
| \$0.50             | 1-20,000                           |
| \$0.25             | 20,001-40,000                      |
| \$0.05             | 40,000 and above                   |

**Calculation of TIPS Fee:** The Option B Fee is the \$/MWh fee derived from multiplying the TIPS Member's actual twelve-month historical MWhs usage for the prior twelve-months by the tiered formula included in the Contract and above and dividing it by the TIPS Member's actual twelve-month historical MWhs usage for the prior twelve months. Per the formula, the first 1-20,000 historical MWhs used by the Member in the prior twelve-months, are multiplied by \$0.50/MWh. The next tier of 20,001-40,000 historical MWhs used by the Member in the prior twelve-months (if any), are multiplied by \$0.25/MWh. The final tier of 40,000 historical MWhs and greater used by the Member in the prior twelve-months (if any), are multiplied by \$0.05/MWhs. The REP will total those three dollars amounts and divide it by the total number of the TIPS Member's actual twelve-month historical MWhs

usage for the prior twelve-months to calculate the \$/MWh fee to be applied to the TIPS Member’s actual usage. Regardless of whether the TIPS Member’s actual usage is less than, meets, or exceeds the TIPS Member’s actual twelve-month historical MWhs usage for the prior twelve-months, the fee is set and is not subject to true-up.

**EXAMPLE CALCULATION OF OPTION B MONTHLY FEE**

America ISD asks an Awarded REP for a TIPS quote under the TIPS Contract for a 3-year TIPS Retail Electricity Contract in July of 2022. REP immediately, prior to issuing the requested quote, requests America ISD’s prior twelve-month historical MWhs usage for July 2021 through June 2022. America ISD’s twelve-month historical MWhs usage is 100,000 MWhs. REP references the tiered formula provided in the TIPS Contract, and multiplies the first 20,000 MWhs by \$0.50 and gets \$10,000.00. REP multiplies the next 20,000 MWhs by \$0.25 and gets \$5,000.00. REP multiplies the remaining amount, which here is 60,000 MWhs by \$0.05 and gets \$3000.00. REP totals the three, tiered totals (\$10,000.00 + \$5,000.00 + \$3,000 = \$18,000.00). REP then divides the total dollar amount by the TIPS Member’s actual twelve-month historical MWhs usage (\$18,000.00/100,000 MWhs = \$0.18/MWhs Monthly TIPS Administration Fee). The TIPS Retail Electricity Contract with the Member is signed August 1, 2022, REP reports this sale by submitting the TIPS Retail Electricity Contract, the required Worksheet, and the proof of historical usage documentation on August 2<sup>nd</sup> 2022, displaying that the effective date of the contract is January 1, 2023. Beginning in January 2023, Vendor shall submit monthly: (1) the required worksheet displaying the fee amount, (2) the proof of actual usage documentation, and (3) the corresponding payment.

**YOU WILL BE REQUIRED TO COMPLETE SECTION (I) THE FOLLOWING AT INITIATION OF CONTRACT TO CALCULATE THE OPTION B MONTHLY FEE**

**Section (I)**

DATE RETAIL Electricity CONTRACT QUOTE REQUESTED: \_\_\_\_\_

TWELVE-MONTH PERIOD PRIOR TO REQUESTED QUOTE: \_\_\_\_\_ (Ex. July 2021 – June 2022)

YEAR TERM FOR TIPS RETAIL Electricity CONTRACT BETWEEN REP AND TIPS MEMBER CUSTOMER: \_\_\_\_\_ (Ex. “3 Years”)

TIPS MEMBER’S TOTAL MWhs ELECTRIC USAGE FOR PRIOR TWELVE-MONTHS: \_\_\_\_\_

Tiered Formula to be Completed Once to Calculate Fee:

| Fee (\$/MWhs) | Usage Tier (MWhs) | Member’s Actual MWhs Usage per Tier for Prior Twelve-Months (to be completed by REP) | TIPS Administration Fee (\$) per Tier for Prior Twelve-Months (to be completed by REP) |
|---------------|-------------------|--|--|
| \$0.50        | 1-20,000          |  |  |
| \$0.25        | 20,001-40,000     |  |  |
| \$0.05        | 40,000 and above  |  |  |

TOTAL DOLLAR AMOUNT FOR ALL TIERS  
\$ \_\_\_\_\_

TIPS MONTHLY \$/MWhs FEE (TOTAL DOLLAR AMOUNT FOR ALL TIERS)/(TIPS MEMBER'S TOTAL MWhs ELECTRIC USAGE FOR PRIOR TWELVE-MONTHS):

\$ \_\_\_\_\_

**IF YOU ARE AWARDED A CONTRACT AND YOU SELECT FEE OPTION B, YOU WILL BE REQUIRED TO COMPLETE SECTION (II) FOR EACH MONTH OF THE UNDERLYING TIPS RETAIL ELECTRICITY CONTRACT**

**Section (II)**

MONTHLY \$/MWhs FEE CALCULATED ABOVE: \_\_\_\_\_ (Ex. \$0.18/MWhs)

MONTH/YEAR OF RETAIL ELECTICITY CONTRACT: \_\_\_\_\_ (Ex. January 2021)

ACTUAL MWHS USAGE FOR MONTH ABOVE WITH ATTACHED DOCUMENTTION: \_\_\_\_\_ (Ex. 15,000 MWhs)

**MULTIPLY (MONTHLY \$/MWhs FEE) x (ACTUAL MWHS USAGE FOR MONTH ABOVE) =**

**TIPS MONTHLY \$/MWHS FEE FOR IDENTIFIED MONTH: \_\_\_\_\_**

**YOU WILL BE REQUIRED TO ATTACH PAYMENT AND DOCUMENTATION DISPLAYING TIPS MEMBER'S ACTUAL MWHS USAGE FOR THE SPECIFIC MONTH.**

**Fee Structure Option C – Custom Fee**

REP may propose another method of fee calculation/payment to meet their current internal processes which may be utilized as long as the proposed method is accepted by TIPS and the amount calculated meets or exceeds the amounts to paid under Options A & B, as determined by TIPS within its sole discretion. TIPS will do its best to review and accommodate the requested method but if it cannot be supported by TIPS current internal systems now or during the life of the contract, REP must agree to calculate/pay either the Option A or Option B fee in order to be awarded.

If REP CANNOT support fee calculation/payment through Option A or B, REP must include a detailed explanation of the Option C method that they propose in the Attribute Question entitled "Fee Structure Option C – Custom Fee" for TIPS review and consideration. If REP and TIPS cannot come to an agreement on the structure proposed, or if they come to an agreement and TIPS later determines that it cannot support the custom method, and REP insists that Option A and B cannot be supported by REP, TIPS cannot proceed with award of contract or shall terminate the contract if already awarded.

**VENDOR AGREEMENT TERMS AND CONDITIONS CONTINUED**

**Term of Agreement and Renewals**

The Agreement with TIPS is for approximately five years with an option for renewal for an additional two consecutive one-year terms. If TIPS offers a renewal extension year, the REP will be notified by email to the primary contact of the awarded REP and shall be deemed accepted by the REP unless the awarded REP notifies TIPS of its objection to the additional term in writing. TIPS may or may not exercise some or all of the available extension(s) provided in the original solicitation beyond the base five-year term. Whether or not to offer some or all of the extension is at the sole discretion of TIPS.



**“Start Date” for Term Calculation Purposes Only:** Regardless of actual award/effective date of Contract, for Agreement “term” calculation purposes only, the Agreement “Start Date” is the last day of the month that “Award Notifications” are anticipated as published in the Solicitation.

**Example:** *In this example, if the anticipated “Award Date” published in the Solicitation is May 22, 2022, but extended negotiations delay award until June 27, 2022 the end date of the resulting initial “five-year” term, (which is subject to an extension(s)) will still be May 31, 2027 for purposes of this example.*

**“Termination Date”:** The scheduled Agreement “termination date” shall be the last day of the month of the month of the original solicitation’s anticipated “Award Date” plus five years.

**Example:** *In this example, if the original term is approximately five years, and the solicitation provides an anticipated award date of May 22, 2022, the expiration date of the original five-year term shall be May 31, 2027 for purposes of this example.*

**Extensions:** Any extensions of the original term shall begin on the next day after the day the original/prior term expires unless otherwise specified.

**Example Following the Previous Example:** *In this example, if TIPS offers a one-year extension of the base-term, the expiration of the extended term shall be May 31, 2028 unless otherwise specified.*

TIPS may offer to extend REP Agreements to the fullest extent the original Solicitation permits.

THIS CLAUSE CONTROLS OVER ANY OTHER TERM IN ANY OTHER PART OF THIS SOLICITATION. TIPS reserves the right to solicit proposals at any time it is in the best interest of TIPS and/or its members.

### **VALUE OF THE CONTRACT**

The estimated value for the life of the of the contract for all awarded REPs combined is \$200,000,000.00. This estimate is not a guarantee of the minimum or maximum value of the contract because TIPS cannot accurately predict the future needs of our member entities, their budget allocations, or the ongoing needs as they relate to this solicitation.

### **Termination**

TIPS or the awarded REP may terminate an award under this solicitation at will for cause or no cause or for convenience. TIPS must provide the REP with 30 days prior written notice to the awarded REP at the address provided in the response or as otherwise provided. The Awarded REP shall provide TIPS with 90 days prior written notice of termination in order to protect the interests of the TIPS member that may be in negotiation or budget approval process.

### **Miscellaneous**

The REP acknowledges and agrees that continued participation in TIPS is subject to TIPS sole discretion and that any REP may be removed from the participation in the Program at any time with or without cause. Nothing in the Agreement or in any other communication between TIPS and the REP may be construed as a guarantee that TIPS or TIPS Members will submit any orders at any time. TIPS reserves the right to request additional proposals for items or services already on Agreement at any time.

## Description of Services Being Requested

### Description of Services Being Requested

The purpose of this solicitation is to solicit proposals for retail electric service and to select one or multiple Retail Electric Providers (“REPs”) to serve as awarded REPs to Texas TIPS members. The awarded respondent(s) will enter into a Vendor Agreement with TIPS which contain the general terms and conditions that will incorporate this solicitation by reference and govern the relationship between TIPS and the REP. A copy of this Vendor Agreement has been provided as a part of this RFP. Any actual sales of electricity between the awarded REP’s and a TIPS member will be governed by the awarded REP’s retail electricity power agreement subject to negotiation as described later in this RFP and in the Vendor Agreement.

The Vendor Agreement, once awarded, will enable TIPS members to purchase electricity on an “as needed” basis from REPs who have been competitively selected through this solicitation without conducting another solicitation. The Vendor Agreement being awarded under this solicitation will be available for use by all schools, colleges, universities, cities, counties and other governmental entities that are, or may become, members of TIPS and are located within ERCOT’s deregulated electricity footprint.

The awarded REP (s) will be able to market their preferred REP status directly to TIPS Members. TIPS Members will be able to leverage the TIPS interlocal purchasing agreement and solicit pricing proposals from the awarded REP(s) without issuing a formal RFP. **However, a TIPS Member has not made a proper legal procurement through TIPS for compliance, public procurement, or audit purposes until the public entity or qualifying non-profit has received the contract-specific TIPS Retail Electricity Contract Confirmation for their procurement file. The TIPS Retail Electricity Contract Confirmation will be issued promptly upon TIPS’ receipt and approval of the Retail Electricity Provider’s (REP’s) required delivery of the executed, standardized TIPS Retail Electricity Contract, the require TIPS Electric Power Administration Fee Calculation Worksheet, and any supporting documentation required by the Worksheet, if any.**

- TIPS reserves the right to award multiple vendors for this solicitation.
- This proposal is requested for the benefit of the current list of qualifying members and other new qualifying members as they execute TIPS membership Agreements in the future.
- TIPS reserves the right to extend the proposal deadline for any reason.
- TIPS reserves the right to make changes to this Solicitation by way of one or more posted addenda or Q&A postings.
- TIPS reserves the right to make no award under this RFP should TIPS believe it is in the best interest of its members.

### **Sales of Electricity to TIPS Members**

- The Vendor Agreement(s) awarded as a result of this RFP will be established through free, full and open competition as described by the laws of the State of Texas and, once awarded, will be available for “piggy-back” by other government entities anywhere in ERCOT, subject to each entity’s jurisdictional law and regulation.
- Any actual purchase of electricity will be effectuated through the negotiation and execution of the standardized, TIPS Retail Electricity contract between a TIPS Member and an awarded REP.
- The awarded REP (s) will be required to provide immediately but not later than seven business days after the

execution of the electricity contract, submit to [tipspo@tips-usa.com](mailto:tipspo@tips-usa.com) and [electricity@tips-usa.com](mailto:electricity@tips-usa.com) the executed, standardized TIPS Retail Electricity Contract, the require TIPS Electric Power Administration Fee Calculation Worksheet, and any supporting documentation required by the Worksheet, if any.

## PROPOSAL SCORING AND EVALUATION

TIPS staff evaluates and scores all responsive proposals. Recommendations for award will be made to the Region 8 Education Service Center Board of Directors. Awards will be ratified or rejected at the monthly stated meeting of the Region 8 ESC Board of Directors or as delegated by the Board of Directors. TIPS will base a recommendation for award on several factors mandated by the Texas Education Code section 44.031. The factors which will be considered and assigned points in each area as follows (100 total points possible).

TIPS utilizes a value approach for awarding agreements under this solicitation and applies the mandated evaluation criteria under Texas Education Code §44.031. TIPS reserves the right to assign any number of point awards or penalties it considers warranted if an offeror stipulates exceptions, exclusions, or limitations of liabilities. TIPS shall reserve the right to reject any or all proposals or any part of any proposal. TIPS is the sole arbiter of scoring. REP(s) must receive a score of 70 points or greater to receive an award.

The following evaluation criteria are mandated for consideration by Texas Education Code § 44.031 (b).

1. **Purchase Price:** (15) point weight. In order to comply with State law, price must be a consideration within this RFP. TIPS understands that the best and final offered price for retail electric service will be determined at the time a retail power contract is entered into between a TIPS member and the awarded respondent(s). However, in order to comply with State law, TIPS is requesting the following. Please enter the following into the corresponding Attribute Questions.

**A) Not-to-Exceed Price: (1) Point**

YOU MUST RESPOND TO THE ATTRIBUTE ENTITLED “Not-to-Exceed Price: - REQUIRED RESPONSE TO AVOID DISQUALIFICATION.” Please agree that you will not exceed a maximum price of \$250/MWh when charging a TIPS Member for electricity service during the term of the Vendor Agreement. The \$250/MWh not-to-exceed price should be for a fully shaped, load following fixed price of electricity inclusive of all retail cost components, including TIPS fees, but not including HUB to Load Zone congestion, TDSP charges and applicable taxes.

The awarded respondent(s) understand that during the term of the Vendor Agreement no TIPS Member may be charged a price higher than this not-to-exceed price.

**B) Not-to-Exceed Retail Service Fee: (14) Points**

YOU MUST RESPOND TO THE ATTRIBUTE ENTITLED “Not-to-Exceed Retail Service Fee: - REQUIRED RESPONSE TO AVOID DISQUALIFICATION.” Please provide a not to exceed retail service fee in \$/MWh that will serve as the maximum fee your company will charge any TIPS Member who purchases electricity from your company. The retail service fee should represent the fee you would charge a customer who is purchasing power on a complete pass through contract, meaning the service fee contains no commodity related cost components, but instead represents only your company’s fee for providing retail service. The retail service fee should include operational costs

(customer service, billing, etc.), credit costs, working capital costs, SG&A costs, and profit for your company as well as any other non-commodity related costs.

TIPS recognizes that the retail service fee your company ultimately charges a TIPS Member will be based on the attributes of a specific customer. However, the not-to-exceed retail service fee will ensure all TIPS Members, who purchase electricity from an awarded REP, that price has been adequately considered in this RFP.

TIPS will require the awarded REP(s) to include a statement in the retail power contract that a TIPS Member executes representing that the contract price and retail service fee are at or below the stipulated not-to-exceed price and not-to-exceed retail service fee.

2. **The reputation of the vendor and of the vendor's goods or services;** (15) point weight.

- a. **References.** Please use the “220904 Required Reference Form” Excel Spreadsheet provided in the attachment section of the IonWave eBid System and upload the completed form in the corresponding Response upload location in the e-Bid system. Please provide at least five (5) references from public institutions that you currently serve or have served in the last three years. Please include institution name, address, contact person, phone number and email address. Please also provide the annual kWh usage for each reference and associated meter count.

Please use the format below when providing references:

Entity Name:  
Customer Contact Name:  
Customer Contact Phone Number:  
Customer Contact Email Address:  
Annual kWh usage:  
Years served by your company:

- b. **TDSP Liaison Services.** Please use the “220904 Required TDSP Liaison Services and Financial Information” form provided in the attachment section of the IonWave eBid System and upload the completed form in the corresponding Response upload location in the e-Bid system. Supply details as to how your company will provide liaison services between a TIPS member and the applicable TDSP for activities including:
1. New service connections, disconnections and consolidations/aggregations
  2. New construction and temporary electricity supply requirements
  3. Advocacy services on behalf of TIPS member when conflicts or disputes arise with TDSPs
- c. **Financial Information.** Please use the “220904 Required TDSP Liaison Services and Financial Information” form provided in the attachment section of the IonWave eBid System and upload the completed form in the corresponding Response upload location in the e-Bid system. Please provide information regarding the financial ability of your company to perform the obligations requested in this RFP. This should include:

1. Credit rating of the legal entity that will be the counterparty for electric service. If the legal entity that will be supplying electric power is not publicly rated, please provide the credit rating of the parent company if applicable.
2. If no credit rating is available, please provide information substantial enough to evaluate the financial integrity of your organization. Most current year audited financial statements are preferred.
3. Provide a statement of any active lawsuit, arbitration, or mediation your company is currently involved with.

**3. The quality of the vendor's goods or services; (25) point weight.**

- a. **Sample Contract.** You must upload the following contract documents into the response attachment location entitled "Sample Contract Documents." Please provide all standard contract documents, in editable Microsoft Word format, that your company would require a TIPS member to execute if your company was selected to provide electric service. Because different TIPS members may choose to purchase different electricity products, please provide, in addition to your company's base agreement, confirmations/product exhibits/addenda for the following product structures:

- Fixed price (load following) with HUB to load zone congestion passed through
- Gas index (load following) with HUB to load zone congestion passed through
- Block and Index HUB to load zone congestion passed through on the block volumes
- 100% Index (RTSPP) for all volumes

All documents should be provided in editable Microsoft Word documents.

TIPS intends to negotiate a set of contract documents with the awarded respondent(s). It is required that the awarded respondent(s) shall use the respective negotiated agreements when contracting with any TIPS Member for electric service who is purchasing electricity through the TIPS preferred REP program as provided for in the Vendor Agreement. However, TIPS Members reserve the right to negotiate modifications that reflect their particular needs. This process is required for award and will be strongly considered in the scoring category of "The quality of the vendor's goods or services; (30) point weight."

- b. **Billing and Payment.** Please use the "220904 Required Billing and Payment Information" form provided in the attachment section of the IonWave eBid System and upload the completed form in the corresponding Response upload location in the e-Bid system.

1. Please provide any statistics your company tracks regarding accuracy and timeliness of invoice generation.
2. Does your company offer summary billing? If yes, please provide a sample summary invoice attached.
3. Does your organization accommodate emailed invoices?
4. Does your organization accept electronic payment? If so, please describe the form and type of electronic payment.

Your responses will be strongly considered in the scoring category of "The quality of the vendor's goods or services."

4. **The total long-term cost to TIPS and its members to acquire the vendor's goods or services;** (5) point weight. Your responses to the Attributes described in Section “1. Purchase Price” above will be evaluated for point allotment in this category.
  
5. **Extent to which the Goods or Services meet the Needs:** (24) point weight. Please use the “220904 Required Company Overview & Customer Care” attachment provided in the attachment section of the IonWave eBid System and upload the completed form in the Response attachments section of the e-Bid system. Please respond to all questions clearly, comprehensively, and concisely. You may place your responses on a separate document and attach that document to the required attachment as long as the answers are numbered to match their corresponding question.
  - a. Company Overview. Please provide an overview of your organization and include answers to the following:
    1. How long has your company been providing electric service in ERCOT?
    2. How many unique non-residential customers does your company serve in ERCOT?
    3. What is your current total non-residential annual kilowatt hour volume served by your company in ERCOT?
    4. How many employees work within your organization?
    5. Provide the address of each office maintained in ERCOT.
    6. How many public-sector customers do you currently serve in ERCOT? Please categorize by county, city, school district, college/university or other governmental entities.
  
  - b. Customer Care. Please provide details as to expected service standards that your company will provide. Specifically address the following:
    1. How does your company propose to provide customer service support to TIPS members who contract for electricity service? (i.e. Will there be one commercial point of contact that will work with all TIPS members or will each TIPS member have their own unique point of contact.)
    2. In addition to the above, does your company have a customer care team/call center to assist with general business questions? If so, please provide a brief description of the team including hours of operation, number of call center personnel and average time before an inbound call is answered.
    3. Provide details of the level of authority that your customer contact personnel have to resolve customer issues.
    4. Will your company make electricity consumption data available online or via e-mail in Excel format? Please provide samples of any standard reports available to customers that relate to monthly usage and spend data.
  
  - c. Additional Value-Added Offers. Please provide any additional value-added service offerings you believe would benefit the TIPS membership.

6. **Vendor's Past Relationship:** (5) point weight – No past relationship with TIPS scores 0 points, a good past relationship with TIPS scores 5 points, and a poor relationship or a history of no sales/marketing of a previously held electric power agreement with TIPS scores 0 to 4 points.
7. **Impact on the Ability of the District to Comply with Laws and Rules Relating to Historically Underutilized Businesses:** (1) point weight – The one point is assigned if, where applicable, the Vendor agrees to abide by the federal regulations in the Attributes regarding subcontracting with small and minority businesses when applicable. NOTE: Failure to agree to comply with the federal regulations herein, where applicable, shall make use of federal funds to purchase the goods or services proposed unallowable.
8. **Experience:** Please respond to the Attribute asking for the number of years your entity has been in business. 10 point weight - <2 years = 1 points; 2 -3 years = 5 points; 4-5 years = 8 points; >5 years = 10 points
9. **Residency:** 0-point weight. For a contract for goods and services, other than goods and services related to telecommunications and information services, building construction and maintenance, or instructional materials, whether the REP or the REP'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.

Federal funds may be utilized by ESC Region 8 or TIPS Member entities during the life of this contract, and residency is a prohibited criterion under federal regulation, it has been considered and assigned a weight of 0 points.

**TIPS reserves the right to award this contract to multiple vendors. All awards will be subject to the successful negotiation of respondent's terms and conditions and Vendor Agreement.**

## Proposal Instructions

1. Electronically sealed proposals are the preferred and most accurate method and is highly encouraged through our online procurement software, ION Wave.
2. Proposals may be amended by the proposer on the electronic site at any time prior to the due date and time. ION Wave permits you to retract and resubmit your proposal.
3. If an addendum is posted, you are required to login to the ION Wave bidding software and address the addendum. No addendum will be issued within five calendar days of the opening unless it is to extend the opening or address a non-substantive issue. Legal holidays not counted as calendar days are New Year's Day, Martin Luther King Day, Easter, Memorial Day, July 4<sup>th</sup>, Labor Day, Thanksgiving, Christmas.
4. Proposals may be submitted on any or all sections, related to the category, unless stated otherwise. TIPS reserves the right to reject any or all proposals and to accept any proposal(s) deemed advantageous to the TIPS members and to waive any informality in the proposal process.
5. Deviations to any Terms, Conditions and/or Specifications shall be clearly noted in writing by the contractor and shall be included with the proposal. There are attributes that you must respond to in order to submit a proposal that address deviations.

6. Withdrawal of proposals will not be allowed for a period of 90 days following the opening unless approved by TIPS.
7. Addenda, if required, will be issued by TIPS by email to the proposer's designated contact to all those vendors known to have reviewed the solicitation documents through our electronic bidding software, ION Wave.

**PROPOSAL FORMAT - PROPOSERS PAY CLOSE ATTENTION TO DETAILS LISTED.**

TIPS reserves the right to waive any informality and/or reject any or all proposals.

All responses should be direct, concise, complete, and unambiguous. With regard to those items that cannot be answered in the affirmative, clearly explain the precise portion to which you disagree and why you disagree.

**Submission of Proposals**

Electronically sealed proposals are the preferred and most accurate method and is highly encouraged through our online procurement software, ION Wave. Please ensure that you carefully review and respond to all required attribute questions which can be found under the "Attributes" tab of the IonWave eBid System. Please ensure that you carefully review, complete, and upload all required attachments into the correct upload location in the "Response Attachments" tab of the IonWave eBid System.

**Attribute Questions**

Please make sure to carefully review and respond to all required attribute questions which can be found under the "Attributes" tab of the IonWave eBid System.

**Vendor Agreement**

Vendor Agreement must be downloaded from the "Attachments" section, completed and uploaded to the "Response Attachments" VENDOR AGREEMENT section. If proposer has deviations to the agreement language to negotiate with TIPS, there are attributes in the electronic process that address this possibility and you may state your deviations there.

**Agreement Signature Form**

Agreement Signature Form must be downloaded from the "Attachments" section, completed, signed, scanned and uploaded to the "Response Attachments" AGREEMENT SIGNATURE FORM section. If proposer has deviations to the agreement language to negotiate with TIPS, the agreement signature page may be submitted unsigned until all terms and conditions are agreed.

**Required Reference Form**

The Required Reference Form must be downloaded from the "Attachments" section, properly completed, and uploaded into the "Response Attachments" location entitled "Required Reference Form."

**Required TDSP Liaison Services and Financial Information**

The Required TDSP Liaison Services and Financial Information Form must be downloaded from the "Attachments" section, properly completed, and uploaded into the "Response Attachments" location entitled "Required TDSP Liaison Services and Financial Information."

**Required Sample Contract**

Please upload in editable Microsoft Word format the following contract documents into the response attachment location entitled "Required Sample Contract Documents." Please provide all standard contract documents that



your company would require a TIPS member to execute if your company was selected to provide electric service. Because different TIPS members may choose to purchase different electricity products, please provide, in addition to your company's base agreement, confirmations/product exhibits/addenda for the following product structures:

- Fixed price (load following) with HUB to load zone congestion passed through;
- Gas index (load following) with HUB to load zone congestion passed through;
- Block and Index HUB to load zone congestion passed through on the block volumes;
- 100% Index (RTSPP) for all volumes.

All documents should be provided in editable Microsoft Word documents.

TIPS intends to negotiate a final set of TIPS-specific contract documents with the respondent(s) who otherwise qualify for award. If TIPS and a REP cannot successfully negotiate a final set of TIPS-specific contract documents to be utilized with customers during TIPS sales, then the REP cannot be awarded. Where a TIPS Member entity customer enters into an electricity contract with an awarded REP under the TIPS Contract (including where the TIPS Contract Name/Number has been included in the related quotes and contract pricing and documents), REP must use the final TIPS-specific contract documents as the energy contract with the customer. However, TIPS Members reserve the right to negotiate modifications that reflect their particular needs.

#### **Required Billing and Payment Information**

The Required Billing and Payment Information Form must be downloaded from the "Attachments" section, properly completed, and uploaded into the "Response Attachments" location entitled "Required Billing and Payment Information."

#### **Required Company Overview and Customer Care**

The Required Company Overview and Customer Care Form must be downloaded from the "Attachments" section, properly completed, and uploaded into the "Response Attachments" location entitled "Required Company Overview and Customer Care."

#### **Required Confidentiality Claim Form**

The Required Confidentiality Claim Form must be downloaded from the "Attachments" section, properly completed, and uploaded into the "Response Attachments" location entitled "Required Confidentiality Claim Form."

#### **Supplementary**

Not required. Supplementary information may be scanned and uploaded. (Company information, brochures, catalogs, etc.) (PDF Format ONLY).

#### **Current W9 Tax Form**

You are required by TIPS to upload a current W-9 Internal Revenue Service (IRS) Tax Form for your entity. This form will be utilized by TIPS to properly identify your entity.

#### **Vendor Certifications (All Other Certificates)**

Vendor certificates and certifications should include applicable D/M/WBE, HUB and manufacturer certifications for sales and service (if applicable). Certificates must be scanned and uploaded to the "Response Attachments" D/M/WBE, HUB and/or ALL OTHER CERTIFICATES section. Whether or not you are a D/M/WBE, HUB or similar business will have no bearing on the evaluation score, but provides our members the information if it is part of their entities' policies.

### **Conflict of Interest Form (Form CIQ)**

This form is only required if a conflict exists per the instructions on the form. Please review the form and upload to the "Attachments" section entitled, "Conflict of Interest Form" pursuant to the instruction *if a conflict exists*.

### **Logo and Other Company Marks**

If you desire, please upload your company logo to be added to your individual profile page on the TIPS website. If any particular specifications are required for use of your company logo, please upload that information under the "Response Attachment" tab entitled, "Logo and Other Company Marks." Preferred Logo Format: 300 x 225 px - .png, .eps, .jpeg preferred.

### **Certification of Corporate Offeror Form**

If your entity is a corporation, please complete and upload this form in the "Response Attachments" location entitled "Certification of Corporate Offeror Form."

### **Disclosure of Lobbying Activities**

This form is only required if disclosure is required per the instructions on the form. Please review the form and upload to the "Attachments" section entitled, "Disclosure of Lobbying Activities" pursuant to the instructions *if disclosure is required*.

**Felony Conviction Notice (Required in Texas) -Notification of Criminal History** This is addressed via attribute question. "A person or business entity that enters into an agreement 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. A school district may terminate an agreement with a person or business entity if the district determines that the person or business entity failed to give notice as required 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 agreement." This notice is not required of a publicly held corporation. Texas Education Code § 44.034.

### **Protest Procedure**

If a contractor/proposer (contractor) desires to protest a process or decision by TIPS, the contractor must follow the following process:

[http://www.tips-usa.com/assets/documents/docs/letters/Protest\\_Procedures\\_for\\_Vendor.pdf](http://www.tips-usa.com/assets/documents/docs/letters/Protest_Procedures_for_Vendor.pdf)

### **LIMITATIONS OF THE SOLICITATION AND THE USE OF AWARDED AGREEMENTS BY MEMBERS**

**Depending on different entities' and jurisdictions' laws and regulations, members may be prohibited from participating in one or more of the TIPS agreements. TIPS has no control over those legal restrictions and does not warrant that a member entity will be able to utilize a TIPS awarded agreement.**

## **About TIPS**

It is the purpose of this solicitation to establish awarded vendor agreements to satisfy the procurement needs of participating member entities in this particular commodity category. These awarded agreements will enable member entities to purchase on an "as needed" basis from competitively awarded agreements with high performance vendors. Proposers are requested to submit a proposal for offering their line of available products that are commonly purchased by government agencies, cities, counties and educational entities.

- Awards will be made to the successful proposer(s) for the products and/or services. (Unless proposer has submitted inappropriate items for the commodity category. Those items will not be awarded. Example: a

software company may not propose to perform construction work).

- TIPS reserves the right to award multiple vendors for each solicitation.
- This proposal is requested for the benefit of the current list of qualifying members and other new qualifying members as they execute TIPS membership Agreements in the future.
- TIPS reserves the right to extend the proposal deadline for any reason.
- TIPS reserves the right to make changes to this Solicitation by way of one or more posted addenda.

### Benefits of TIPS

- Provide government entities opportunities for greater efficiency and economy in acquiring goods and services through competitively procured vendor agreements.
- Provide comprehensive purchasing practices according the Laws of the State of Texas and Federal Regulation 2 CFR part 200, when appropriate, and is designed to result in competitive agreements that meet a wide variety of needs.
- Provide competitively priced purchasing options for multiple government entities that yields economic benefits usually unobtainable by the individual entity.
- Provide quick and efficient delivery of goods and services by entering into pricing agreements with “high performance” vendors.
- Equalized purchasing power for smaller entities.
- Maintain credibility and confidence in business procedures by maintaining free, full and open competition for purchases and by complying with purchasing laws and ethical business practices.
- Provide document retention for competitive procurement process for all TIPS Awarded Agreements.

### Customer Service

- TIPS staff is available to members for assistance in viewing/contacting awarded vendors for categories to make purchases and agreement decisions.
- TIPS provides a way for government entities to avoid the time and expense of seeking competition for purchases on an agency-by-agency basis.
- TIPS enables vendors to become more efficient and competitive by reducing the number of proposals that require responses to be made to individual entities.

### Purchasing Procedures

- Agreements are established through free, full and open competition as described by the laws of the State of Texas and are available for piggy-back by other government entities anywhere in the United States, subject to each entities’ jurisdictional law and regulation. Public entities and qualifying non-profits will typically seek a TIPS Quote or TIPS contract pricing. If approved and selected, the TIPS Member and the Awarded REP will negotiate and enter into the standardized TIPS Retail Electricity Contract. The awarded REP (s) will be required to provide immediately not later than seven business days after the execution of the electricity contract, submit to [tipspo@tips-usa.com](mailto:tipspo@tips-usa.com) and [electricity@tips-usa.com](mailto:electricity@tips-usa.com) the executed, standardized TIPS Retail Electricity Contract and the required TIPS Electric Power Administration Fee Calculation Worksheet, as described herein.
- NOTE: It is always the Vendor’s responsibility under the TIPS agreement to report all sales under the TIPS Agreement. When a public entity initiates a purchase with a TIPS Awarded Vendor, if the Member inquires verbally or in writing whether the Vendor holds a TIPS Contract, it is the duty of the Vendor to verify whether or not the Member is seeking a TIPS purchase. Once verified, the Vendor must include the TIPS Contract Number on all related quotes, invoices, contracts and similar sales documents. It is the duty of the Vendor to submit documentation of all final purchases to TIPS for processing as required herein. The awarded REP (s) will be required to provide immediately not later than seven business days after the execution of the electricity contract, submit to [tipspo@tips-usa.com](mailto:tipspo@tips-usa.com) and [electricity@tips-usa.com](mailto:electricity@tips-usa.com) the executed, standardized TIPS Retail

Electricity Contract, the required TIPS Electric Power Administration Fee Calculation Worksheet, and any supplemental documentation required by the required TIPS Electric Power Administration Fee Calculation Worksheet as described herein. Failure to report a TIPS sale may result in termination of Vendor's TIPS Contract(s) and preclusion to responding to future solicitations. Please note that a TIPS Member has not made a proper legal procurement through TIPS for compliance, public procurement, or audit purposes until the public entity or qualifying non-profit has received the contract-specific TIPS Retail Electricity Contract Confirmation for their procurement file. The TIPS Retail Electricity Contract Confirmation will be issued promptly upon TIPS' receipt and approval of the Retail Electricity Provider's (REP's) required delivery of the executed, standardized TIPS Retail Electricity Contract and the required TIPS Electric Power Administration Fee Calculation Worksheet.

- Vendors deliver electric/services directly to the participating member entity and then invoice the participating member entity. The Vendor receives payment directly from the participating member agency.
- Vendor accepts and understands that when a contract or similar purchase document is reported to TIPS, TIPS is recording the purchase and verifying whether the purchase is within the parameters of the TIPS Contract only. Vendor agrees that TIPS is not a legal party to the contract or similar purchase document and TIPS is not responsible for identifying fraud, mistakes, or misrepresentations for the specific contract or order. Vendor agrees that any contract or similar purchase document issued from a customer to Vendor, even when processed through TIPS, constitutes a legal contract between the customer and Vendor only. A Vendor that accepts a contract or similar purchase document and fulfills an order, even when processed through TIPS, is representing that the REP has carefully reviewed the purchase order or similar purchase document for legality, authenticity, and accuracy.

## Terms and Conditions Continued

1. **Exclusivity**- Any award under this solicitation is not exclusive and TIPS reserves the right to multi award or not award. TIPS reserves the right to solicit same or similar categories again for additional awards during the life of an existing agreement with one or more awarded vendors of another solicitation, if TIPS decides it is in the best interest of our members.
2. **Confidentiality of Proposal** - If you believe part of your proposal is confidential and not subject to sunshine laws such as the Public Information Act, there is a form that you must complete to make such a declaration. Read it carefully and fill it out properly. The proposal submitted and all information therein is available to TIPS members. Also, according to the Texas Public Information Act, any documents or information held by TIPS "may" be public information. In the documents for the proposer to complete is a declaration form entitled "Required Confidential Information Status Form" that must be completed and uploaded by the proposer that designates specified pages as confidential or waives confidentiality of the entire proposal.
3. **Best and Final Offer** – There will be NO best and final offer at this stage, your proposal will be your final offer for solicitation competition purposes. TIPS Member entities may request a Best and Final Offer from a Vendor and the Vendor may lower prices at any time during agreement period. See pricing section.
4. **Non-Responsive Proposals:** All proposals will be reviewed for responsiveness to the material requirements of the solicitation. A proposal that is not materially responsive shall not be eligible for further consideration for award of the agreement. There may be required specifications for this proposal and desired and other specifications. IF YOUR PROPOSAL FAILS TO MEET ANY OF THE DESIGNATED **REQUIRED** SPECIFICATIONS, YOUR PROPOSAL MAY BE DEEMED NON-RESPONSIVE AND WILL NOT BE EVALUATED FURTHER OR CONSIDERED FOR AWARD.
5. **Deviations and Exceptions:** Deviations or exceptions stipulated as non-negotiable in the response by the proposer may result in disqualification if they are not acceptable to TIPS.

6. **Estimated Quantities:** Because TIPS cannot accurately anticipate which members will utilize the awarded agreements due to the thousands of members and the different government entity types, TIPS makes no guarantee or commitment of any kind concerning quantities or usage of agreements resulting from this solicitation. This information, if provided, is provided solely as an aid to vendors in preparing proposals only. The successful Vendor(s) discount and pricing schedule shall apply regardless of the total cumulative volume of business under the agreement.
7. **Conditions of Agreement** - The terms and conditions of this solicitation shall control in the order that best serves the TIPS members' needs and deciding the controlling order is at the sole discretion of TIPS. The terms and conditions of this solicitation shall be incorporated by reference in a resulting agreement unless expressly agreed otherwise by the parties in writing.
8. **Evaluation** – TIPS will evaluate the best value by rating the proposals submitted by the vendors. The point score received will be the weighted score which will be used to determine awarded vendors. See Evaluation criteria sheet with applicable point weights in this document. If applicable, extensions of unit prices shown will be subject to verification by the district. In case of variation between the unit price and the extension, the unit price will be considered to be the proposal.
9. **LIMITATION OF LIABILITY – Waiver:** BY SUBMITTING A PROPOSAL, OFFERER EXPRESSLY AGREES TO WAIVE ANY CLAIM IT HAS OR MAY HAVE AGAINST BOTH THE INTERLOCAL PURCHASING SYSTEM REGION 8 EDUCATION SERVICE CENTER, ITS DIRECTORS, OFFICERS, ITS TRUSTEES, OR AGENTS ARISING OUT OF OR IN CONNECTION WITH (1) THE ADMINISTRATION, EVALUATION, RECOMMENDATION OF ANY PROPOSAL; (2) ANY REQUIREMENTS UNDER THE SOLICITATION, PROPOSAL PACKAGE, OR RELATED DOCUMENTS; (3) THE REJECTION OF ANY PROPOSAL OR ANY PART OF ANY PROPOSAL; AND/OR (4) THE AWARD OF AN AGREEMENT, IF ANY. NEITHER REGION 8 ESC NOR TIPS SHALL BE RESPONSIBLE OR LIABLE FOR ANY COSTS INCURRED BY PROPOSERS OR THE SELECTED CONTRACTOR IN CONNECTION WITH RESPONDING TO THE SOLICITATION, PREPARING FOR ORAL PRESENTATIONS, PREPARING AND SUBMITTING A PROPOSAL, ENTERING OR NEGOTIATING THE TERMS OF AN AGREEMENT, OR ANY OTHER EXPENSES INCURRED BY A PROPOSER. THE PROPOSER OR SELECTED CONTRACTOR IS WHOLLY RESPONSIBLE FOR ANY SUCH COSTS AND EXPENSES AND SHALL NOT BE REIMBURSED IN ANY MANNER BY REGION 8 ESC OR TIPS.
10. **RESERVATION OF RIGHTS** - TIPS expressly reserves the right to:
  - a) Reject or cancel any or all proposals;
  - b) Waive any defect, irregularity or informality in any proposal or solicitation procedure provided the waiver is equally applied to all Offerors and an Offeror is not prejudiced by the waiver as compared to other Offerors;
  - c) Waive as an informality, minor deviations from specifications for goods or services at a lower price than other proposals meeting all aspects of the specifications if it is determined that total cost is lower and the overall function is not impaired;
  - d) Reissue a solicitation;
  - e) Consider and accept an alternate proposal as provided herein when most advantageous to TIPS and its members;
  - f) TIPS has the right to terminate the agreement for cause or no cause for convenience with a thirty-day written notice, unless otherwise agreed in writing in an executed agreement between the parties;
  - g) This is not an exclusive award and no guaranteed volumes of purchases are guaranteed. TIPS and its members reserve the right to procure any items or services by other means at the sole discretion of TIPS or its members.