

# MENTAL HEALTH - MENTAL RETARDATION AUTHORITY OF HARRIS COUNTY



MENTAL HEALTH AND MENTAL RETARDATION  
AUTHORITY OF HARRIS COUNTY

## REQUEST FOR PROPOSAL

**MHMRA Project Number: 10/0022**

For Provision of Retail Electric Service  
To Mental Health – Mental Retardation Authority of Harris County

Deadline for Proposal Submittal:  
**February 24, 2010**  
**10:00 AM Central**

Mail or Deliver Proposal Package To:  
James A. Eggebrecht  
Energy Systems Laboratory – WERC 214  
Texas A&M University System  
College Station, TX 77843-3581  
Phone: (979) 845-1508  
Fax: (979) 862-8687  
Email: [jim@esl.tamu.edu](mailto:jim@esl.tamu.edu)

## **Introduction**

The Mental Health Mental Retardation Authority of Harris County (MHMRA) is soliciting proposals to supply electrical energy to the thirty-seven (37) electric meters at various sites operated by it in Harris County. Retail Electric Providers (REPs) that are certified by the Public Utilities Commission (PUC) of Texas, and registered with the Electric Reliability Council of Texas (ERCOT) are eligible to respond to this request for proposals.

This RFP is composed of five sections, which are:

- Section I: General Instructions
- Section II: Proposal Stipulation and Requirements
- Section III: Insurance Requirements
- Section IV: Proposal Contents
- Section V: Attachments

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## **SECTION I - GENERAL INSTRUCTIONS**

### **A. Questions**

Questions regarding the RFP should be addressed in writing to James Eggebrecht by February 23, 2009. E-mail and fax are both acceptable forms of submitting questions. Answers will be sent to all known participants.

Mr. James Eggebrecht  
Phone: (979) 845-1508  
Fax: (979) 862-8687  
jimeggebrecht@tees.tamus.edu

### **B. Submittal Procedure**

The proposal, subject to all conditions and specifications attached hereto, must be signed by a person or officer of the company submitting the Proposal that is authorized to enter into contractual agreements on behalf of the company. *Proposals received unsigned will not be accepted.*

**Deadline to submit "Proposal" is February 24, 2010. The original Proposal and one photocopy and an electronic copy (CD-ROM or Floppy) should be submitted in a SEALED ENVELOPE and delivered to the attention of:**

**James A. Eggebrecht  
Energy Systems Laboratory - WERC 214  
Texas A&M University System  
College Station, TX 77843-3581  
Email: [jim@esl.tamu.edu](mailto:jim@esl.tamu.edu)**

**MHMRA Proposal for Electricity Purchase  
DO NOT OPEN UNTIL February 24, 2010, 10 AM Central**

No Proposal will be accepted after the stated deadline.

Respondents may mail or personally deliver their Proposal at the above address. MHMRA and the Energy Systems Laboratory will not be responsible for any Proposal(s) that is (are) lost in the mail or not delivered to the Energy Systems Laboratory by the stated deadline for any reason.

Proposals shall include all documentation as requested in the Request for Proposal.

### **C. Proposal Opening**

The Proposals will be opened immediately following 10 AM, February 24, 2010, at the Energy Systems Laboratory offices in the Wisenbaker Engineering Research Center (WERC) on the campus of Texas A&M University.

### **D. Non-Discrimination Policy Statement**

The Mental Health Mental Retardation Authority of Harris County, and the Energy Systems Laboratory of the Texas A&M University System does not discriminate against any individual or vendor with respect to his/her compensation, terms, conditions, or award of contract because of race, color, religion, sex, national origin, age, disability, political affiliation, or limit, segregate, or classify candidates for award of contract in any way which would deprive or tend to deprive any individual or company of business opportunities or otherwise adversely affect status as a vendor because of race, color, religion, sex, national origin, age, disability, or political affiliation.

### **E. Proposal Guarantee/Award Procedure**

It is anticipated that a recommendation for selection as a candidate for the Final Proposal Process will be made the afternoon of the February 24, 2010. All interested parties are required to guarantee their Proposals until 5 PM, CST, February 24, 2010. Mental Health Mental Retardation Authority of Harris County in its sole and absolute discretion shall have the right to award Proposal for any or all items/services listed in the Proposal, shall have the right to reject any and all Proposals as it deems to be in its best interests, to waive formalities and reasonable irregularities in submitted documents, shall not be bound to accept the lowest Proposal and shall be allowed to accept the total Proposal of any one contractor.

If chosen as a short list candidate for the Final Bid Process, a final price quote will be required. The REP must agree to hold the final price quote firm (for 6 hours) to allow for evaluation of proposals and signing of the contract on the date that the Final Bids are due.

### **F. Price Adjustments**

Vendor will be required to honor their proposed prices for the term of the contract period.

### **G. Historically Under-Utilized Business (HUB)**

This Agency shall make a good faith effort to utilize Historically Underutilized Businesses (HUB'S) in contracts for construction, services, (including professional and consulting services), and commodities. Please submit proof of Historically Underutilized Business "HUB" state certificate.

If your firm is not certified, please submit Attachment C, if you intend to subcontract services. If not, write "none" on Attachment C and submit it.

## **SECTION II - PROPOSAL STIPULATIONS AND REQUIREMENTS**

### **A. Modification or Withdrawal of Proposals**

Any Proposal may be modified or withdrawn prior to the deadline, provided such modification or withdrawal is submitted prior to the deadline. Any modification received after the deadline shall be deemed late and will not be considered.

### **B. Offer and Acceptance Period**

All Proposals must be valid until 5 PM, CST, February 24, 2010.

### **C. Late Proposals**

Proposal received after the stated deadline shall be deemed late and will not be considered.

### **D. Irregularities in Proposals**

Except as otherwise stated in this Request for Proposal, evaluation of all Proposals will be based solely upon information contained in the vendor's response to this Proposal. MHMRA shall not be held responsible for errors, omissions or oversights in any vendor's response to this Proposal. MHMRA may waive technical irregularities, which do not alter the price or quality of the services.

MHMRA shall have the right to reject Proposals containing a statement, representation, warranty or certification which is determined by MHMRA and its counsel to be materially false, incorrect, misleading or incomplete. Additionally, any errors, omissions, or oversights of a material nature may constitute grounds for rejection of any Proposal.

The inability of a vendor to provide one or more of the required components or specified features or capabilities required by this Proposal does not, in and of itself, preclude acceptance by MHMRA of the Proposal. All Proposals will be evaluated as a whole in the best interest of MHMRA.

### **E. Immigration Reform and Control Act**

The successful vendor shall provide appropriate identification and employment eligibility documents and complete Form W-9 to meet requirements of the Immigration Reform and Control Act of 1986. Vendors are to complete this form and submit with their Proposal documents. See Attachment A for this form.

## **F. Amendments to the Proposal**

If it becomes necessary to revise any part of this Proposal package or if additional information is necessary to clarify any provision, the revision and/or additional information will be provided to each vendor via faxed amendment or e-mail.

## **G. Availability of the Proposal**

After opening, each Proposal, except those portions for which a vendor has included a written request for confidentially (e.g., proprietary information), shall be open to public inspection.

## **H. Retention of Proposals**

All Proposals considered by MHMRA shall become the property of MHMRA and shall not be returned.

## **I. Incurred Expenses**

MHMRA shall not be responsible for expenses incurred by a vendor in the preparation and submission of a Proposal.

## **J. Deviation Form**

Each Proposal shall contain a Deviation Form, which states the perspective vendor's commitment to the provision of this Request for Proposal. An individual authorized to execute contracts shall sign the Deviation Form. Any exception taken to the terms and conditions identified in this Proposal Package must be expressly stated in the Deviation Form. See Attachment B for a sample form.

## **K. Subcontractors**

All provisions and/or stipulations within this Request for Proposal also apply to any authorized subcontractors.

## **L. Termination**

Agency may terminate this Agreement immediately if:

- (a) Agency does not receive the funding to pay for designated services under this Agreement from the Texas Legislature;
- (b) Agency has cause to believe that termination of the Agreement is in the best interests of the health and safety of the mentally disabled persons served under this Agreement,
- (c) Contractor has become ineligible to receive Agency funds;
- (d) Contractor has its Texas license or certification suspended or revoked;
- (e) If the Contractor submits falsified documents or fraudulent billings, or if the Contractor makes false statements.

#### **M. Disclosure**

Contractor declares that (a) neither Contractor nor any of its subcontractors or employees rendering services to an individual pursuant to this Agreement is held in abeyance or barred from the award of a federal or state contract at the time of executing this Agreement; or (b) has been convicted of a criminal act related to any state or federally funded program; and (c) Contractor will give immediate notification to the Agency if such occurs anytime during the term of this Agreement.

#### **N. Indemnification**

To the extent permitted under the Constitution and the laws of the State of Texas, Contractor hereby agrees to indemnify and hold harmless the Agency and all of its directors, officers, employees, and agents from all suits, actions, claims, or cost of any character, type, or description brought or made on account of any injuries, death, or damage received or sustained by any person or persons or property, including but not limited to clients, arising out of or occasioned by any acts or negligence of Contractor or Contractor's personnel, if any, or its agents or employees whether occurring during the performance of the services hereunder or in the execution of the performance of any of its duties under this agreement.

#### **O. Nondiscrimination**

Each party to this Agreement agrees that no person, on the basis of race, color, national origin, religion, sex, age, handicap, or political affiliation, will be excluded from participation, be denied the benefits of, or be subject to discrimination in the provision of any services hereunder. Without limiting the foregoing, the parties hereto agree to comply with the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, as amended, and the Civil Rights Act of 1991, as amended.

**SECTION III - INSURANCE REQUIREMENTS**

**A. Policies, Coverages, and Endorsements.**

Contractor agrees to maintain the following insurance policies, with the specified coverages and limits, to protect and insure the Agency and Contractor against any claim for damages arising in connection with Contractor’s responsibilities or the responsibilities of Contractor's personnel under this Agreement and all extensions and amendments thereto.

- 1- Commercial General Liability
  - General Aggregate \$1,000,000
  - Products/Completed Operations Aggregate \$2,000,000
  - Each Occurrence \$500,000
  
- 2- Workers’ Compensation & Employers’ Liability
  - Medical & Indemnity Statutory Requirements
  - Bodily Injury by Accident \$500,000 Each Accident
  - Bodily Injury by Disease \$500,000 Each Employee
  - Bodily Injury by Disease \$500,000 Policy Limit
  
- 3- Professional Liability
  - \$1,000,000 Each Claim
  - \$2,000,000 Policy Limit

**B. Insured Parties**

All Policies shall contain a provision naming the Agency (and its officers, agents and employees) as Additional Insured parties on the original policy and all renewals or replacements during the term of this agreement.

**C. Subrogation**

All Policies must contain a Waiver of Subrogation endorsement to the effect that the issuer waives any claim or right in the nature of subrogation to recover against the Agency, its officers, agents or employees.

**D. Proof of Insurance**

The policies, coverages and endorsements required by this provision shall be shown on a Certificate of Insurance on which the Agency must be listed as an Additional Insured party and the Certificate Holder and which should be furnished to the Agency prior to the commencement of this agreement. All such insurance shall be secured and maintained with an insurance company, or companies, licensed to do business in the State of Texas. The Agency may withhold payments under the terms of this agreement until the Contractor furnishes the Agency copies of all Certificates of Insurance from the insurance carrier, or carriers, showing that such insurance is in full force and effect.

**E. Cancellation**

New Certificates of Insurance shall be furnished to the Agency at the renewal date of all policies named on these Certificates. *Contractor shall give the Agency thirty (30) days prior written notice of any proposed cancellation of any of the above described insurance policies.*

## **SECTION IV - PROPOSAL CONTENTS**

### **A. Scope of Proposal**

The Mental Health – Mental Retardation Authority of Harris County solicits proposals from Retail Electric Providers certified by the Public Utilities Commission of Texas, and registered at ERCOT, for the provision of electrical power to various MHMRA sites in Harris County, Texas, in agreement with all requirements set forth herein.

### **B. Proposal Specifications**

Pricing shall use natural gas prices for February 23, 2010.

Proposals must consist of the following parts:

- Flat rate price in terms of ¢/kWh for the combined load of all meters included in the contract for a period of one year starting April 1, 2010.
- Flat rate price in terms of ¢/kWh for the combined load of all meters included in the contract for a period of two years starting April 1, 2010.
- Flat rate price in terms of ¢/kWh for the combined load of all meters included in the contract for a period of three years starting April 1, 2010.
- Flat rate price in terms of ¢/kWh for the combined load of all meters included in the contract for a period of four years starting April 1, 2010.
- Proposal shall allow for  $\pm 10\%$  aggregate kWh monthly without penalty.
- No limitation or penalty for demand swings.
- Proposal shall include a separate response showing the costs associated with Texas Wind Renewable Energy Credits for 10%, 15%, and 25% of the combined load for each of the pricing periods above.
- The rate in terms of ¢/kWh should consist of all charges billed to the account including: commodity charges such as the wholesale price of energy, unaccounted for energy charges, fees for transmission and/or distribution losses; EILS fees; ancillary service fees, including but not limited to responsive reserve service, RMR fees, RPRS fees, ERCOT administration fees or other ERCOT fees; congestion management fees including both intrazonal and interzonal congestion fees; and qualified scheduling entity fees.
- All prices will be quoted for delivery to the load/meter. In the event that ERCOT initiates nodal operations all fees in taking the energy from the various hubs to the load/meter shall be included in the quoted prices. The only charges that need not be included in the bid rate are: regulated TDSP charges, the Texas Gross Receipts Tax and the Public Utility Commission Assessment.

The Mental Health – Mental Retardation Authority of Harris County is a state institution, and as such is exempt from sales tax. In the proposal, Respondent must acknowledge responsibility for ensuring that sales tax is not charged.

### **C. Load Data**

The excel spreadsheets included in the load data package give the monthly consumption and maximum demand consumption for each site that is included in the Proposal process for the years of March 2005 to December 2009, and the predicted consumption for the aggregated total load. Use the forecasted data, not the historical trends, as the load projection. The load data package contains the following information

- ESI ID, Meter number, and site address for all sites
- Predicted consumption for aggregated load
- Actual consumption for each site – kWh and kVA

### **D. Required Proposal Contents**

Proposal submissions shall include the following information:

- Legal name of Contractor, type of company and principal address
- Name, title, phone number, fax number, email address and physical and mailing address of Contractor's contact person
- Ownership structure and affiliates doing business in Texas
- SEC Registration number
- PUC REP Certification number
- Proof of Insurance
- A brief statement of company's history
- A copy of Contractor's most recent Annual Report
- Identification of any and all information on disciplinary or enforcement actions in all states in which Contractor operates
- General summary of existing electric capacity.
- Proposed contract and terms and conditions.
- Completed W-9 Form (See Attachment A)
- Completed Deviation Form (See Attachment B)
- Completed HUB Subcontracting Form (See Attachment C)
- Completed Signature Page (See Attachment D)
- Completed Disclosure of Price Components (See Attachment E)

Proposals must be signed by an official of the company and must include a certification by that official that all information provided to MHMRA in the Proposal package is true and correct to the best of the official's knowledge and belief.

### **E. Evaluation and Selection Process**

MHMRA will consider price, proposed contract/terms and conditions, and REP qualifications in the Proposal selection process. Proposals shall respond to all requested information in order to be considered complete. If Proposal does not address all issues, MHMRA representatives will decide whether variation is small enough for the Proposal to remain under consideration. MHMRA reserves the right to reject any, all, or any part of the Proposals received.

## **F. Financial Capability**

The successful Respondent shall demonstrate and maintain the financial capability necessary to provide for the economic value of the whole contract through financial statements, parent company guarantees, performance bonds, surety bonds, or other means acceptable to MHMRA.

## **G. Contract Negotiation**

Following the Proposal selection process, MHMRA and the selected Respondent shall negotiate all contract terms and conditions not specified in the Proposal Specifications above. In the event MHMRA and the selected Respondent cannot reach agreement on the contract terms and conditions, MHMRA reserves the right to select another Respondent and negotiate and enter into a power supply contract with the newly selected Respondent.

## **H. Confidentiality**

Any information provided by MHMRA to a Respondent that MHMRA has designated as “confidential” shall be treated as such by the Respondent.

Any materials submitted that the Respondent considers not subject to the Texas Public Information Act, Government Code Chapter 552, shall be placed in a separate envelope and marked “Confidential. Not subject to the Texas Public Information Act”. In the event such materials are requested, MHMRA will promptly deliver a copy of the request to the Respondent. If Respondent believes that the requested information qualifies as a trade secret, commercial or financial information, then Respondent must, within two business days of receipt of the request notify the State of that belief and identify specific text, or portion of text, which the Respondent claims is excepted from required public disclosure. Respondent must identify the specific provisions of the Act which Respondent believes are applicable, and include a detailed written explanation of how the exceptions apply to the specific information identified by Respondent as confidential. MHMRA are not responsible for submitting reasons why the information should be withheld or released. MHMRA may, in its sole discretion, request a decision from the Office of the Attorney General regarding whether the information requested is excepted from required public disclosure. MHMRA will rely on the Respondent’s written representations in submitting any request, in accordance with Government Code §552.305. MHMRA may not be held liable for failing to request a decision from the Office of the Attorney General or for releasing information that is not deemed confidential by law if the Respondent fails to timely provide the agency with specific reasons why the requested information is exempt from the required public disclosure. MHMRA will notify the Respondent if an Attorney General Opinion is requested by delivering a copy of the public information opinion request to the Respondent.

## **SECTION V – Attachments**

A – W-9 Form

B – Deviation Form

C - HUB Subcontracting Plan Historically Underutilized Business

D – Signature Page

E – Disclosure of Price Components Page

F - Electronic File of Historical Usage and Projected Usage (*See separate Electronic File*)

**ATTACHMENT A**

**FORM W-9, Rev. October 2007, FOR TAXPAYER IDENTIFICATION NUMBER  
AND CERTIFICATION**

**Form W-9, Pages 1 – 4**

**Attached**

Vendors are to complete this form and submit with their RFP documents. Go to attached link for W-9, if RFP is mailed.

<http://www.irs.gov/pub/irs-pdf/fw9.pdf>

**ATTACHMENT B.**

**DEVIATION FORM**

All deviations to this Solicitation must be noted on this sheet. In the absence of any entry on this Deviation Form, The Contractor assures the Buyer of their full compliance with the Specifications and Conditions.

**THIS DEVIATION FORM MUST BE SIGNED BY EACH CONTRACTOR WHETHER THERE ARE DEVIATIONS LISTED OR NOT, AND SUBMITTED WITH THIS PROPOSAL.**

SPEC # Section # Or Page #	DEVIATION

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

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

\_\_\_\_\_  
Date

**ATTACHMENT C**

**HUB SUBCONTRACTING PLAN  
HISTORICALLY UNDERUTILIZED BUSINESS**

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(HUB-LOI IS USED BY POTENTIAL CONTRACTOR/VENDOR TO IDENTIFY  
SUBCONTRACTORS SELECTED FOR WORK ON THE CONTRACT)

Contractor \_\_\_\_\_ Vendor Identification Number: \_\_\_\_\_

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

Phone: \_\_\_\_ - \_\_\_\_ - \_\_\_\_ Bid Number: \_\_\_\_\_ Contract Amount: \_\_\_\_\_

Description of commodities/specifications: \_\_\_\_\_

Duration of Contract: \_\_\_\_\_

Name of Subcontractor/Supplier: \_\_\_\_\_

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

Phone: \_\_\_\_ - \_\_\_\_ - \_\_\_\_ Is the subcontractor a certified HUB? \_\_\_\_ Yes \_\_\_\_ No

If yes, enter the GSC Certificate (VID) number: \_\_\_\_\_

Dollar amount of contract with subcontractor/supplier: \$ \_\_\_\_\_

Percentage amount of contract with subcontractor/supplier: % \_\_\_\_\_

Description of materials/services performed under agreement with the subcontractor  
for amount indicated above:

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**PLEASE SUBMIT A SEPARATE FORM FOR EACH SUBCONTRACTOR/SUPPLIER**

**ATTACHMENT D**

**SIGNATURE PAGE**

**REQUEST FOR PROPOSAL**

Provision of Retail Electric Service

To Mental Health – Mental Retardation Authority of Harris County

**MENTAL HEALTH MENTAL RETARDATION AUTHORITY OF HARRIS COUNTY IN ITS SOLE AND ABSOLUTE DISCRETION SHALL HAVE THE RIGHT TO AWARD CONTRACT(S) FOR ANY OR ALL SERVICES LISTED IN EACH RESPONSE TO THIS RFP, SHALL HAVE THE RIGHT TO REJECT ANY AND ALL DOCUMENTS SUBMITTED, AND SHALL NOT BE BOUND TO ACCEPT THE LOWEST PRICING/FEE AND SHALL BE ALLOWED TO ACCEPT THE TOTAL RESPONSE TO THIS RFP OF ANY ONE PROVIDER.**

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

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

\_\_\_\_\_  
**Typed or Printed Name**

\_\_\_\_\_  
**Number and Street**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**City, State, Zip Code**

(\_\_\_\_\_) \_\_\_\_\_  
**Telephone Number**

(\_\_\_\_\_) \_\_\_\_\_  
**Fax Number**

\_\_\_\_\_  
**E-Mail Address**

***This RFP Will NOT Be Accepted If This Page is NOT  
Signed By An Authorized Representative***

**ATTACHMENT E**

**DISCLOSURE OF PRICE COMPONENTS PAGE**

**REQUEST FOR PROPOSAL**

Provision of Retail Electric Service

To Mental Health – Mental Retardation Authority of Harris County

<b>Price Components</b>	<b>Included</b>	<b>Pass Through</b>
Commodity		
Wholesale price of energy (commodity)		
Transmission and Distribution Service Provider (TDSP) line losses		
Unaccounted for Energy (UFE)		
Capacity/Demand charge		
Fuel costs		
Independent System Operator (ISO) Ancillary Services		
Regulation Service (Regulation Up and Down)		
Responsive Reserve Service		
Balancing Energy Service CSC Congestion Costs		
Reliability Must Run (RMR) Service		
Reliability Unit Commitment (RUC)		
Replacement Reserve Service CSC Congestion Charge		
REP Administration and Margin Fees		
Non-spinning Reserve Service		
Black Start Service		
ERCOT ISO Administration fee		
Voltage Support Service		
Out-of-Merit (OOM) Capacity Service		
Out-of-Merit (OOM) Energy Service		
Out-of-Merit (OOM) ADR Settlement		
Zonal Out-of-Merit (OOM) Energy Charge		
Mismatch Schedule fee		
Residential Energy Credit		
Renewable Energy Surcharge		
RMR Reserve Service Charge		
Congestion Management		
Zonal Congestion Management		
Local Congestion Management		
Uplifts		
Nodal charges for energy delivery to load/meter		
Interzonal Congestion Charges (CSC)		

**ATTACHMENT F**

**Electronic File of Historical Usage and Projected Usage**

**REQUEST FOR PROPOSAL**

Provision of Retail Electric Service

To Mental Health – Mental Retardation Authority of Harris County