CITY OF NORTH LITTLE ROCK, ARKANSAS COMMERCE DEPARTMENT

Mary Beth Bowman, Director Amy Smith, Assistant Director for Procurement Crystal Willis, Admin. Secretary/Asst. Purchasing Agent



120 MAIN STREET
P.O. BOX 5757

NORTH LITTLE ROCK, AR 72119
501-975-8881Phone
501-975-8885 Fax

Bid Number: 20-3730 Date Issued: September 12, 2021

Date & Time Bid Opening: Monday, October 11, 2021 @ 10:00 a.m.

North Little Rock Electric Department Portfolio Manager RFQ

The City of North Little Rock ("NLR") is soliciting proposals from a qualified company to provide portfolio management services including: bilateral trading, hedge services, regulatory reporting, and MISO services. NLR's Portfolio Manager plays a key role in helping achieve the utility's goals of serving the electric loads of its customers in a reliable, responsible, and affordable manner, and optimizing the value of its power supply assets.

Responses should specifically discuss specialized experience, technical competence, capacity, and capability to perform the services identified below, as well as the respondent's past record of performance with respect to such factors as control of costs, quality of work, and ability to meet schedules and deadlines.

Experience

- o Proven experience working and establishing relationships within public power
- Extensive experience providing all MISO services outlined in this scope
- Proficient in implementing new customers and/or seamlessly implementing additional services for existing customers, including employee training, data gathering, strategy development, and establishment of documentation of procedures
- Expertise in FTR analysis, as well as, both energy and capacity transactions
- Existing relationships with key transactional entities in MISO MISO South in particular
- o Enabling agreements in place with a significant number of well-known counterparties
- Must be registered with MISO as market participant/agent
- Experience managing and optimizing portfolios of customers with load and generation
- Proven success in MISO invoicing disputes
- o Ability to provide insight, evaluation, and recommendations on opportunities and market outlook

Electricity Bilateral Trading

- Bilateral trading services:
 - Market price discovery
 - Negotiating and executing bilateral transactions
 - Scheduling services
 - Arranging required transmission services
 - Creation of NERC e-tags
- Settlement, billing, and payments of bilateral transactions
 - Power Manager as principal
 - Power Manager as agent
- Bilateral transaction tracking, analysis, and reporting

- Generate open position report that provides transaction details and a mark-to-market of forward transactions
- Transaction summary including pricing and impact to portfolio position

Hedging Services

- Optimally position NLR to capture opportunities according to their risk appetite
- o Tailor analyses and strategy formulation to NLR's risk tolerance and objectives
- Execute hedging strategy pursuant to NLR's terms and timelines
- o Track NLR's position accurately and in a timely manner
- Maintain aligned incentives on hedging no conflict of interest
- Provide annual budget input upon request
- Provide a monthly Portfolio Management meeting
- Modeling & model maintenance
- o Base case
- Transaction and mark-to-market analysis of all realized positions (energy, capacity, FTR)
- Daily Day Ahead forward curve pricing report for peak, off peak, and around-the-clock

Regulatory reporting

- o RRO reporting
- CFTC reporting
- o FERC reporting

• Market participant services

- Day Ahead load scheduling in MISO
- Capacity submissions
- Econometric load forecasting
- Long term load and demand forecast (MOD 31 requirement)
- Energy demand bids
- MISO credit monitoring
- o MISO market rules
- Validation of MISO invoices including shadow settlement services
- Telemetry
- Assistance with reallocating or posting additional collateral in the event of a margin call

Transition services

- Complete and submit to MISO all documentation required by MISO in order for "company" to establish itself as the representative for load
- Assist NLR in preparing and submitting to MISO all documentation required by MISO to enable "company" to represent the load in NLR's MISO market participant account
- Reconcile all existing bilateral power contracts
- o Proposed implementation methodology including task lists, communications with NLR, timetable, etc.
- o Conduct an assessment of current telemetry, recommend improvements, and ensure necessary changes are made prior to contract start date

Other Services

 Provide NLR with a customer portal, including the ability to develop customized reports and allow customer to access data directly at customer's convenience o 24 hour operations and trading desk to notify customer of any real-time issues or events

SUBMISSION FORMAT AND REQUIREMENTS

Each respondent shall provide the following information:

- A. Response. The submittal should address all the issues outlined above and in the attached Appendixes.
- *B. Submittals.* Mail or deliver three hard copies no later than <u>10:00 a.m. on Monday, October 11, 2021</u> to the address below. Late submissions will not be accepted.

Director of Commerce 120 Main Street North Little Rock, AR 72114

C. Additional Information. Any additional information and/or clarification regarding this RFQ will be issued in the form of an addendum to this RFQ and be posted at the following website: nlr.ar.gov [Click on Government, then click on Commerce under the Department List and go to Current Bids and Bid Summaries for addendums.] Respondents must keep abreast of the addenda as they are posted. All such addenda shall become a part of the RFQ and all Respondents shall be bound by such, whether or not received by the Respondent.

ADDITIONAL INFORMATION

- A. *Costs*. Any cost incurred by respondents in preparing or submitting a proposal, participating in onsite interview shall be the respondents' sole responsibility.
- B. *Responses are property of City*. Unless withdrawn, all responses, inquiries or correspondence relating to this RFQ will become the property of the City.
- C. City's right to reject. The City reserves the right to reject any or all proposals received or to request additional information as may be needed to determine qualifications. It is the intention of the City to negotiate a contract for services at fair and reasonable prices with what it determines to be the best qualified Individual or Firm.

Upon signing this request, the organization certifies that they have read and agree to the requirements set forth in this Request for Qualifications, including conditions set forth, pertinent information requests, Scope of Work and Addendums.

| NAME OF FIRM: | PHONE NO.: | |
|---------------------------------|------------|--|
| BUSINESS ADDRESS: | | |
| SIGNATURE OF AUTHORIZED PERSON: | | |
| TITI F· | DATF: | |

GENERAL TERMS AND CONDITIONS FOR THE CITY OF NORTH LITTLE ROCK, AR

- 1. When submitting an "Invitation to Bid," the bidder warrants that the commodities covered by the bid shall be free from defects in material and workmanship under normal use and service. In addition, bidder must deliver new commodities of the latest design and model, unless otherwise specified in the "Invitation to Bid."
- 2. Prices quoted are to be net process, and when an error is made in extending total prices, the City may accept the bid for the lesser amount whether reflected by extension or by the correct multiple of the unit price.
- 3. Discounts offered will be taken when the City qualifies for such. The beginning date for computing discounts will be the date of invoice or the date of delivery and acceptance, whichever is later.
- 4. When bidding other than the brand and/or model specified in the "Invitation to Bid," the brand and/or model number must be stated by that item in the "Invitation to Bid," and descriptive literature be submitted with the bid.
- 5. The City reserves the right to reject any and all bids.
- 6. The Purchasing office reserves the right to award items, all or none, or by line item(s).
- 7. Quality, time and probability of performance may be factors in making an award.
- 8. Bid quotes submitted will remain firm for 30 calendar days from bid opening date; however, the prices may remain firm for a longer period of time if mutually agreeable between bidder and the Department of Commerce.
- 9. Bidder must submit a completed signed copy of the front page of the "Invitation to Bid" and must submit any other information required in the "Invitation to Bid."
- 10. In the event a contract is entered into pursuant to the "Invitation to Bid," the bidder shall not discriminate against any qualified employee or qualified applicant for employment because of race, sex, color, creed, national origin or ancestry. The bidder must include in any and all subcontracts a provision similar to the above.
- 11. Sales or use tax is not to be included in the bid price, but is to be added by the vendor to the invoice billing to the City. Although use tax is not to be included in this bid, vendors are to register and pay tax direct to the Arkansas State Revenue Department.
- 12. Prices quoted shall be "Free on Board" (F.O.B.) to destination at designated facility in North Little Rock. Charges may not be added after the bid is opened.
- 13. In the event of two or more identical low bids, the contract may be awarded arbitrarily or for any reason to any of such bidders or split in any proportion between them at the discretion of the Department of Commerce..
- 14. Specifications furnished with this Invitation are intended to establish a desired quality or performance level, or other minimum dimensions and capacities, which will provide the best product available at the lowest possible price. Other than designated brands and/or models approved as equal to designated products shall receive an equal consideration.
- 15. Samples of items when required, must be furnished free, and, if not called for within 30 days from date of bid opening, will become property of the City.
- 16. Bids will not be considered if they are:
 - 1. Submitted after the bid's opening time.
 - 2. Submitted electronically or faxed (unless authorized by Purchasing Agent).

Guarantees and warranties should be submitted with the bid, as they may be a consideration in making an award.

18. **CONSTRUCTION**

17.

- A. Contractor is to supply the City with evidence of having and maintaining proper and complete insurance, specifically Workman's Compensation Insurance in accordance with the laws of the State of Arkansas, Public Liability and Property Damage. All premiums and cost shall be paid by the Contractor. In no way will the City be responsible in case of accident.
- B. When noted, a Certified check or bid bond in the amount of 5% of total bid shall accompany bid.
- C. A Performance Bond equaling the total amount of any bid exceeding \$35,000.00 must be provided for any contract for the repair, alteration or erection of any public building, public structure or public improvement (pursuant to Arkansas Code Annotated Section 22-9-203).
- 19. **LIQUIDATED DAMAGES** Liquidated damages shall be assessed beginning on the first day following the maximum delivery or completion time entered on this bid form and/or provided for by the plans and specifications.
- 20. **AMBIGUITY IN BID** Any ambiguity in any bid as the result of omission, error, lack of clarity or non-compliance by the bidder with specifications, instructions, and all conditions of bidding shall be construed in the light most favorable to the City.
- 21. The bid number should be stated on the face of the sealed bid envelope. If it is not, the envelope will have to be opened to identify.
- Whenever a bid is sought seeking a source of supply for a specified period of time for materials and services, the quantities of usage shown are estimated ONLY. No guarantee or warranty is given or implied by the participants as to the total amount that may or may not be purchased from any resulting contracts. These quantities are for the bidders information ONLY and will be used for tabulation and presentation of bid and the participant reserves the right to increase or decrease quantities as required.
- 23. The City of North Little Rock reserves the right to reject any and all bids, to accept in whole or in part, to waive any informalities in bids received, to accept bids on materials or equipment with variations from specifications in those cases where efficiency of operation will not be impaired, and unless otherwise specified by the bidder, to accept any item in the bid. If unit prices and extensions thereof do not coincide, the City of North Little Rock may accept the bid for the lesser amount whether reflected by the extension or by the correct multiple of the unit price.
- 24. Additional information or bid forms may be obtained from:

 COMMERCE DEPARTMENT, 120 Main Street, P.O. Box 5757, North Little Rock, Arkansas 72119 (501)975-8881 www.nlr.ar.gov

BIDDERS ACKNOWLEDGE AND UNDERSTAND THAT UPON AWARD OF THE WINNING BID, THE SELECTED BIDDER WILL BE REQUIRED TO REVIEW AND SIGN A CONTRACT WITH THE CITY OF NORTH LITTLE ROCK PRIOR TO BEGINNING WORK.

Bidding documents must be submitted on or before the bid's opening date and time. Unless noted, bids must be sealed and mailed or delivered to:

Commerce Department 120 Main Street (P.O. Box 5757) North Little Rock, AR 72119

The City of North Little Rock is committed to fair and equal opportunity in employment and service delivery regardless of race, color religion, gender, age, disability, sexual orientation, gender identity or expression, genetic information, marital status, national origin, or veteran status. This policy statement reinforces and communicates that commitment to employees.