

City of Mercedes
Request for Statement of Qualifications

The City of Mercedes is soliciting sealed request for statement of qualifications; hereinafter referred to as RFQ, to be received by the **City Secretary's Office** located at 400 S. Ohio Avenue, Mercedes, Texas 78570.

City of Mercedes normal business days are Monday through Friday between the hours of **8:00 a.m. to 5:00 p.m.** and shall be closed on recognized holidays.

RFQ'S will be received until **2:00 p.m.** Central Time, on **Wednesday, December 15, 2021.**

Any RFQ received after the closing time will not be accepted and will be returned to the submitter unopened. It is the responsibility of the submitter to see that any RFQ submitted shall have sufficient time to be received by the **City Secretary's Office** prior to the RFQ opening date and time.

The receiving time in the **City Secretary's Office** will be the governing time for acceptability of the RFQ's. RFQ's will not be accepted by telephone or facsimile machine.

All RFQ'S must bear original signatures and figures. The RFQ shall be for:

RFQ # 2021-11-30
ENERGY REPRESENTATIVE SERVICES

Respondents receiving a "NOTICE TO RESPONDENTS" and/or "REQUEST FOR STATEMENT OF QUALIFICATIONS" notice in the mail or reading same in the newspaper are advised that the solicitation documents may obtain copies of same by contacting the **office of: City Hall**, located at 400 S. Ohio Avenue, Texas, 78570 or by calling (956) **565-3114 ext. 138** or by e-mailing your request to the following **e- mail address: icastillo@cityofmercedes.com.**

If you have any questions or require additional information regarding this RFQ, please **contact Joselynn Castillo.**

Hand Delivered RFQ'S:
400 S. Ohio Avenue
Mercedes, TX 78570

If using Land Courier (i.e. FedEx UPS):
400 S. Ohio Avenue
Mercedes City, TX 78570

If Mailing Proposals:
P.O Box 837
Mercedes City, TX 78570

The City of Mercedes reserves the right to refuse and reject any or all RFQ's and to waive any

or all formalities or technicalities and to accept the RFQ deemed most advantageous to the City, and hold the RFQ's for a period of **60** days without taking action.

RFQ's must be submitted in an envelope sealed with tape and prominently marked on the lower left hand corner of the envelope with corresponding RFQ number and title.

Please read your requirements thoroughly and be sure that the RFQ offered complies with all requirements/ specifications noted. Any variation from the solicitation requirements/ specifications must be clearly indicated by letter, on a point by point basis, attached to and made a part of your RFQ. If no exceptions are noted, and you are the successful respondent, it will be required that the service(s) be provided as specified.

1. PURPOSE: The purpose of these solicitation documents is to execute a Professional Services Contract for: **ENERGY REPRESENTATIVE SERVICES**

2. INTENT: The services to be provided under this RFQ shall be in accordance with and shall meet all specifications and/or requirements as shown in this solicitation for RFQ. There is no intention to disqualify any respondent who can meet the requirements.

3. SUBMITTAL OF RFQ: RFQs shall be submitted in sealed envelopes as called referenced on the attached solicitation. Seven (7) complete sets of the response: one (1) original marked "ORIGINAL," and six (6) copies marked. RFQs submitted by facsimile (fax) or electronically shall **NOT** be accepted. Submittal of an RFQ in response to this solicitation constitutes an offer by the respondent. Once submitted, RFQ's become the property of the City of Mercedes and as such the City reserves the right to use any ideas contained in any RFQ regardless of whether that respondent/firm is selected. Submission of a RFQ in response to this solicitation, by any respondent, shall indicate that the respondent(s) has/have accepted the conditions contained in the RFQ, unless clearly and specifically noted in the RFQ submitted and confirmed in the contract between the City and the successful respondent otherwise. RFQs which do not comply with these requirements may be rejected at the option of the City. RFQs must be filed with the City of Mercedes before the deadline day and hour. No late RFQs will be accepted. They will be returned to respondent unopened (if properly identified). Failure to meet RFQ requirements may be grounds for disqualification.

4. TIME ALLOWED FOR ACTION TAKEN: The City of Mercedes may hold RFQ/s **60** days after deadline without taking action. Respondents are required to hold their RFQ/s firm for same period of time.

5. RIGHT TO REJECT/AWARD: The City of Mercedes reserves the right to reject any or all RFQs, to waive any or all formalities or technicalities, and to make such awards of contract as may be deemed to be the best and most advantageous to the City of Mercedes.

6. ASSIGNMENT: Respondents are advised that the City of Mercedes shall not allow the successful respondent to sell, assign, transfer, or convey any part of any contract resulting from this RFQ in whole or in part, to a third party without the written approval of the City of Mercedes.

7. AWARD: Respondents are advised that the City of Mercedes is soliciting RFQs and award shall be made to the respondent that in the opinion of the City of Mercedes best qualified.

8. NUMBER OF CONTRACTS: The City of Mercedes reserves the right to award one, more than one, or no contract(s) in response to this RFQ.

9. STATUTORY REQUIREMENTS: It shall be the responsibility of the successful respondent to comply with all applicable State & Federal laws, Executive Orders and Municipal Ordinances, and the Rules and Regulations of all authorities having jurisdiction over the work to be performed hereunder and such shall apply to the contract throughout, and that they will be deemed to be included in the contract as though written out in full in the contract documents.

10. ALTERATIONS/AMENDMENTS TO RFQ: RFQ **CANNOT** be altered or amended after opening time. Alterations made before opening time must be initialed by respondent guaranteeing authenticity. No RFQ may be withdrawn after opening time without acceptable reason in writing and only after approval by the City of Mercedes.

11. LIST OF EXCEPTIONS: The respondent shall attach to his/her RFQ a list of any exceptions to the specifications/ requirements.

12. PAYMENT: The City of Mercedes will execute payment by mail in accordance with the State of Texas Pay Law after **SERVICES** have been completed, introduced to the City, and found to meet City of Mercedes specifications/requirements. No other method of payment will be considered.

13. SYNONYM: Where in this solicitation package **SERVICES** is used; its meaning shall refer to the request for **ENERGY CONSULTANT/REPRESENTATIVE SERVICES** as specified.

14. RESPONDENT'S EMPLOYEES: Neither the Respondent nor his/her employees engaged in fulfilling the terms and conditions of this Service Contract shall be considered employees of the City. The method and manner of performance of such undertakings shall be under the exclusive control of the vendor on contract. The City shall have the right of inspection of said undertakings at any time.

15. INDEMNIFICATION CLAUSE: The Respondent agrees to indemnify and save harmless the City, from all suits and actions of every nature and description brought against them or any of them, for or on account of the use of patented appliances, products or processes, and he shall pay all royalties and charges which are legal and equitable. Evidence of such payment or satisfaction shall be submitted upon request of the Purchasing Agent, as a necessary requirement in connection with the final estimate for payment in which such patented appliance, products or processes are used.

16. INTERPRETATIONS: Any questions concerning the project and/or specifications/ requirements with regards to this solicitation for statement(s) of qualifications shall be directed to the designated individuals as outlined in the RFQ. Such interpretations, which may affect the eventual outcome of this request for statements of qualifications, shall be furnished in writing to all prospective Respondents via Addendum. No interpretation shall be considered binding unless provided in writing by the City of Mercedes in accordance with paragraph entitled "**Addenda and Modifications**".

17. VERBAL THREATS: Any threats made to any employee of the City, be it verbal or written, to discontinue the providing of item/material/services for whatever reason and/or reasons shall be considered a breach of contract and the City will immediately sever the contract with the Respondent/Consultant/Representative on contract.

18. CONFIDENTIAL INFORMATION: Any information deemed to be confidential by the

respondent should be clearly noted on the pages where confidential information is contained; however, the City cannot guarantee that it will not be compelled to disclose all or part of any public record under Texas Public Information Act, since information deemed to be confidential by the respondent may not be considered confidential under Texas Law, or pursuant to a Court order.

19. PAST PERFORMANCE: Respondent's past performance shall be taken into consideration in the evaluation of RFQ submittal.

20. JURISDICTION: Contract(s) executed as part of this solicitation shall be subject to and governed under the laws of the State of Texas, Any and all obligations and payments are due and performable and payable in Hidalgo County, Texas.

21. RIGHT TO AUDIT: The City of Mercedes reserves the right to audit the vendor's books and records relating to the performance of this contract. The City of Mercedes, at its own expense, shall have the right at all reasonable times during normal business hours and upon at least twenty-four (24) hours' advance notice, to audit, to examine, and to make copies of or extracts from the books of account and records maintained by the vendor(s) with respect to the Supply/Service and/or Purchase Contract. If such audit shall disclose overpayment by City to vendor, written notice of such overpayment shall be provided to the vendor and the amount of overpayment shall be promptly reimbursed by vendor to the City. In the event any such overpayment is not paid within ten (10) business days after receipt of such notice, the unpaid amount of such overpayment shall bear interest at the rate of one percent (1%) per month from the date of such notice until paid.

22. VENUE: The parties agree that venue for purposes of any and all lawsuits, cause of action, arbitration, and/or any other dispute(s) shall be in Hidalgo County, Texas.

23. CONFLICT OF INTEREST: CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of the City of Mercedes not later than the 7th business day after the date the person becomes aware of facts that require the statement be filed. See Section 176,006, Local Government Code. A person commits an offense if the person violates Section 176,006, Local Government Code. An offense under this section is a Class C misdemeanor. For more information or to obtain Questionnaire CIQ visit the Texas Ethics Commission web page at:

www.ethics.state.tx.us/forms/CIQ.pdf.

IF YOU HAVE ANY QUESTIONS ABOUT COMPLIANCE, PLEASE CONSULT YOUR OWN LEGAL COUNSEL. COMPLIANCE IS THE INDIVIDUAL RESPONSIBILITY OF EACH PERSON OR AGENT OF A PERSON WHO IS SUBJECT TO THE FILING REQUIREMENT, AN OFFENSE UNDER CHAPTER 176 IS A CLASS "C" MISDEMEANOR.

24. CONFIDENTIALITY OF INFORMATION AND SECURITY: Should the successful respondent become the holder of and have access to confidential information in the process of fulfilling its responsibilities in connection with an awarded contract the successful respondent agrees that it shall keep such information confidential and will comply fully with the laws and regulations of the State of Texas, ordinances and regulations of the City, and any applicable

federal laws and regulations relating to confidentiality.

25. TERMINATION OF CONTRACT: The City of Mercedes reserves the right to terminate the contract if, in the opinion of the City of Mercedes, the successful vendor's performance is not acceptable, no funds are available, or if the City wishes, without cause, to discontinue this contract. Termination will be in written form allowing a 30-day notice.

26. RESPONSE DEADLINE: Responses to the RFQ must be addressed to **City Secretary's Office, address 400 S. Ohio Avenue, Mercedes, Texas 78570** by **December 15, 2021** until **2:00 p.m.** for consideration. An original and six (6) complete sets of the response must be submitted no later than this date and time in a sealed envelope indicating that its contents are in response to the RFQ for "RFQ #2021-11-30 ENERGY CONSULTANT/REPRESENTATIVE SERVICES". Respondents are advised that all confidential records must be submitted in a separate sealed envelope and marked accordingly.

27. ADDENDA AND MODIFICATIONS: Any changes, additions, or clarifications to the RFQ are made by amendments (addenda). Any respondent in doubt as to the true meaning of any part of the RFQ or other documents may request an interpretation from the **City Secretary's Department**. At the request of the respondent, or in the event the **City Secretary's Department** deems the interpretation to be substantive, the interpretation will be made by written addendum.

Said Addenda shall be mailed, e-mailed, hand delivered and/or faxed, to all prospective respondents. All Addenda issued in respect to this RFQ shall be considered official changes to the original documents. Verbal statements in response to inquiries and/or requests for explanations shall not be authoritative or binding. It shall be the respondent's responsibility to ensure that they have received all Addenda in respect to this project.

Furthermore, respondents are advised that they must recognize, comply with, and attach a signed copy of each Addendum which shall be made part of their RFQ Submittal. Respondent(s) signature on Addenda shall be interpreted as the respondent's "recognition and compliance to" official changes as outlined by the City of Mercedes and as such are made part of the original solicitation documents.

Failure of any respondent to receive any such addendum or interpretation shall not relieve such respondent from its terms and requirements. The City may issue a written addendum no later than five calendar days prior to the date bids must be received.

28. RFQ PREPARATION COSTS: The City of Mercedes shall not be held liable for any costs incurred by any respondent for work performed in the preparation of and production of a RFQ or for any work performed prior to execution of contract.

29. EQUAL EMPLOYMENT OPPORTUNITY: Respondent agrees that they will not discriminate in hiring, promotion, treatment, or other terms and conditions of employment based on race, sex, national origin, age, disability, or in any way violate Title VII of 1964 Civil Rights Act and amendments, except as permitted by said laws.

30. AUTHORIZATION TO BIND RESPONDENT TO RFQ: RFQs MUST give full firm name and address of respondent, and be manually signed. Failure to do so will disqualify your RFQ. Person signing bid must show title or **AUTHORITY TO BIND HIS/HER FIRM IN A CONTRACT.**

Firm name and authorized signature must appear on each page that calls for this information. The legal status of the Respondent whether corporation, partnership, or individual, shall also be stated in the RFQ.

A corporation shall execute the RFQ by its duly authorized officers in accordance with its corporate by-laws and shall also list the state in which it is incorporated. A partnership Respondent shall give full names and addresses of all partners. All partners shall execute the RFQ. Partnership and Individual Respondent shall state in the proposal the names and addresses of all persons with a vested interest therein.

The place of residence of each Respondent, or the office address in the case of a firm or company, with county and state and telephone number, shall be given after the signature.

Confidential Information Respondents are advised that all confidential records must be submitted in a separate sealed envelope and marked accordingly.

RFQ #

**ENERGY
CONSULTANT/REPRESENTATIVE
SERVICES**

Section 1: General

The City of Mercedes is soliciting qualifications from energy consultants to provide professional electricity consulting services related to the procurement and delivery of electricity for its facilities.

The City of Mercedes will be preparing a Request for Proposal (RFP) for energy to its facilities and seeks the services of a consultant to assist with the details of the RFP, to evaluate the proposals and to assist with the decision making process.

The term of this agreement will be for one year with option to renew. This agreement may be renewed by the City of Mercedes for additional term(s). This agreement may be terminated by the City of Mercedes upon a 30 day written notice to other party.

Section 2: Statement of Work

- A. The independent consultant will assist the City with the following:
1. Assist in the development of the specifications for a RFP to obtain price quotes from Retail Electric Providers (REPs) for the procurement of electrical power to the facilities operated by the City prior to the current contract expiration.
 2. Review current electrical billings, meters and identify current contract requirements and/or terms that are of concern to the City of Mercedes.
 3. Compile data from the City's electric bills on a customized excel spreadsheet for energy quote comparison.
 4. Assist in the review/evaluation of the RFPs for delivery of electricity to City of Mercedes facilities, which includes reviewing all quotes and contracts submitted to the City.
 5. Meet with City staff to review electrical RFP details such as company reference; financial stability; pricing; pass thru fees; gross receipts tax; and other contract terms, etc.
 6. Assist in making a recommendation of the proposals to City staff and/or answer any questions City staff may have during the decision making process. Make a presentation of findings to City staff and the City Council.
 7. Provide an analysis/comparison/assessment of prices, products and contract business terms of the City's electric provider(s) and work with the city attorney to negotiate preferred business terms with electric provider(s).
 8. Be available for presentations to City Staff or the City Council during the procurement of the energy contract and during the length of the contract with an

energy provider(s).

B. The independent consultant will perform the following services during the term of the contract. *(After the selection of the electric service provider(s) and during the term of the electric service provider(s) contract).*

1. Evaluate the electrical consumption of the City and make recommendations to reduce energy consumption.
2. Analyze peak hours of electricity usage.
3. Monitor and audit utility bills on a monthly basis. Provide monthly electric utility bill audit analysis and yearly budget reports.
4. Provide engineering support for energy cost reductions, meter consolidation and comply with HB 3693. Provide information needed to conform to SB 12 and HB 3693.
5. Assist with the addition and deletion of new buildings.
6. Resolve billing issues with REP or TDSP and dispute and provide support for bill error credits and corrections and meter additions and deletions.
7. Make suggestions on how to reduce or consolidate the number of meters and meter cost at City's facilities.
8. Advise on energy reduction projects for City facilities.
9. Make recommendations during construction projects/renovation projects on the possible energy reduction measures.

Section 3: Qualifications Information

A. Before a consultant is considered for selection as the energy consultant the qualifier must show independence.

1. The qualifier or his/her firm does not engage in the sale of energy.
2. The qualifier must disclose any potential conflict of interest with participating in the recommendation of an energy provider.
3. The qualifier must show experience and knowledge of the industry, yet independence.
4. All responders must have a section in their response package that addresses the issue of Independence /conflict of interest. Failure to address this issue will be cause for non-consideration.

B. Qualifiers may be asked to interview/present before the Mercedes City Manager and/or the Mayor and City Commission during a Public Meeting.

Any cost associated with the preparation of the RFQ's or for the interview process is the sole responsibility of the consultant.

Section 4: Price Consideration

A. City requires that the independent contractor fees be paid through the retail electric provider contract.

B. City expects to negotiate a fee structure with the consultant after the consultant has been ranked by the City and after a complete list of deliverables is agreed upon.

C. Fee would be paid by the selected Retail Electric Provider after the contract is awarded and the accounts are switched to the selected provider.

Attachment A

**RFQ #2021-11-30
ENERGY
CONSULTANT/REPRESENTATIVE
SERVICES**

Proposer's Name: _____

REFERENCES: Please list three (3) references of current customers who can verify the quality of service your company provides. The City prefers customers of similar size and scope of work to this RFP/RFQ.

REFERENCE ONE

Government/Company Name: _____
Address: _____
Contact Person and Title: _____
Phone: _____
e-mail address: _____

Contract Period: _____
Scope of Work: _____

REFERENCE TWO

Government/Company Name: _____
Address: _____
Contact Person and Title: _____
Phone: _____
e-mail address: _____

Contract Period: _____
Scope of Work: _____

REFERENCE THREE

Government/Company Name: _____
Address: _____
Contact Person and Title: _____
Phone: _____
e-mail address: _____

Contract Period: _____
Scope of Work: _____

THIS FORM MUST BE RETURNED WITH YOUR RFP/ RFQ.

Attachment B

STATE OF TEXAS

AFFIDAVIT

COUNTY OF HIDALGO

The undersigned certifies that the RFQ information will be been carefully checked and submitted as correct and final and if RFQ is accepted (within 60 days), agrees to furnish any and/or all items upon the conditions contained in the Contract.

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared who, after having first been duly sworn, upon oath did depose and say;

That the foregoing RFP/RFQ submitted by: _____ hereinafter called "Proposer" is the duly authorized agent of said company and that the person signing said proposal has been duly authorized to execute the same. Proposer affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this RFP/ RFQ in collusion with any other Proposer.

The Proposer is not a member of any trust, pool, or combination to control the price of products or services RFP/RFQ on, or to influence any person to RFP/RFQ or not to RFP/RFQ thereon. I further affirm that the Proposer has not given, offered to give, nor intends to give, at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discounts, trip, favor, or service to a public servant in connection with the submitted RFP/RFQ.

The contents of this RFP/RFQ as to prices, terms or conditions of said RFP/RFQ have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this RFP/RFQ.

Name and Address of Proposer:

Telephone number: _____

Fax number: _____

Signature: _____

Name: _____

Title: _____

SWORN TO AND SUBSCRIBED BEFORE ME THIS _____ day of _____ 2021.

Notary Public in and for Hidalgo County, State of Texas

THIS FORM MUST BE RETURNED WITH YOUR RFP/ RFQ