

**REQUEST FOR QUALIFICATIONS (RFQ) ADVERTISEMENT
ELECTRICAL ENGINEERING SERVICES
RFQ 2023-001**

Thursday, April 6, 2023

Engineering Services Provider:

The City of Burnet is seeking Statement of Qualifications from Qualified Engineering Firm to provide the City with Electrical Engineering Services. The attached is a copy of the City's RFQ, which outlines how the Statement of Qualifications should be comprised of, and its submittal details. Firms and/or individuals should be qualified and have past experience with utility electrical distribution and transmission systems.

Please submit in electronic format to ebelaj@cityofburnet.com, or via hard copy and thumb drive to:

City Of Burnet
Attn: Kelly Dix, City Secretary
1001 Buchanan Drive, Ste 4.
Burnet, Tx 78611.

Submittals must be submitted in sealed envelopes and marked "Electrical Engineering Statement of Qualification" along with the Firm Name.

The deadline for all RFI's and submittals is noted in the attached RFQ.

Sincerely,

Eric Belaj, City Engineer



REQUEST FOR QUALIFICATION

Electrical Engineering Services

TABLE OF CONTENT

TABLE OF CONTENT.....1

1. KEY INFORMATION.....2

2. INTRODUCTION.....2

3. BACKGROUND.....2

4. SCOPE OF WORK.....3

5. RFQ FORMAT.....4

6. GENERAL RFQ INFORMATION.....5

7. CITY'S RESPONSIBILITIES.....6

8. RFQ EVALUATION AND SELECTION.....7

RFQ FOR ELCTRIC ENGINEERING SERVICES**1. KEY INFORMATION**

SOQ SENT TO: KELLY DIX, CITY SECRETARY
1001 BUCHANAN DR. SUITE 4
BURNET, TX 78611
(512) 715-3217

QUESTIONS DUE BY: 5:00 P.M., MAY 1, 2023

PROPOSAL DUE BY: 11:00 A.M., MAY 4, 2023

This solicitation is a Request for Qualifications (RFQ). The City of Burnet (City) is requesting submittals from qualified firms interested in providing the City with electrical engineering services.

The City reserves the right to negotiate with any and all persons or firms. The City also reserves the right to reject any or all submittals, or to accept any submittal deemed most advantageous, or to waive any irregularities or informalities in the submittal received, and to revise the process schedule as circumstances arise.

If a Respondent finds a discrepancy in or omission from, or has a question about the meaning of, this RFQ or other related documents, the Respondent should immediately notify the City.

By submitting a response to this RFQ, each firm (or Respondent) unequivocally acknowledges that they have read and fully understand this RFQ, and have asked questions and received satisfactory answers from the City regarding any provisions of this RFQ with regard to which clarification was desired. The City of Burnet is not liable for any costs incurred by the Respondent in replying to this RFQ.

2. INTRODUCTION

The City of Burnet is anticipating large infrastructure improvement projects in the coming years, and as a result is seeking a firm able to provide electrical engineering services to such jobs along with overall system analysis and planning.

3. BACKGROUND

The City of Burnet (referred to herein as the City) is located in Burnet County on the beautiful Hill County, approximately one hour northwest of Austin, Tx. Burnet is a growing community currently transitioning from a small rural community to a dynamic suburban city.

Burnet operates its own water and wastewater treatment facilities, which serve the entire City, plus additional areas outside the city limits. The City also operates its own electric distribution system, and has a service area that covers most of the City's Limits. The City owns and operates one substation with plans to add a second one. The power to the City is services from the LCRA electric generation through the City's sole substation.

In the prior decade, the City was retaining the services of the LCRA Electric Engineering. Since then, the City had contracted with various consulting and engineering services and is now looking to contract with one (possibly two) provider to provide the City's electrical engineering needs. Thus, the City now seeks to retain an engineering company selected based on qualifications. The City is looking to either select the engineering firm(s) once for case-by case project basis or sign a longer-term service contract and treat each project as a task of one contract.

The Engineer may accomplish this task using its own employees for over 50% of the tasks, but may subcontract with individuals, or other entities for discrete tasks, or responsibilities subject to City's approval in writing of any such subcontracts. Engineer shall be required to provide a Statement of Qualifications for any of the utilized subs, which will be required prior to any signing of contract.

4. SCOPE OF WORK

The City of Burnet is requesting proposals from qualified firms interested in providing the City with aforementioned services and as noted below. The general scope of work shall include but not limited to the following:

1. Provide electric engineering design for developments ranging from subdivision to apartments, and commercial projects.
2. Coordinate with surveyors, other engineers, SCADA Consultants, and other professional services. The City may retain these services separately or require respondent to provide such services.
3. Provide project manager and inspector qualified in utility project construction management and inspections.
4. System inventory and maintenance plan.
5. Electric Rate Study or Cost of Service.
6. Construction staking and inspections.
7. Provide engineering design, bidding, and construction management services for installing Electrical Transmission and Distribution Improvements. Proposed design to consider easy maintenance, and efficiency.
8. Provide project cost estimates and facilitate coordination with contractors.
9. Any and all work performed for the City, and any product created for the benefit of the City shall be available to the City, including but not limited to PDF, CAD Files, Shape Files, Word and Excel Documents, and any other pertinent items. Consultant shall not claim any items as proprietary if they were created as a contractual obligation with the City.

The engineering firm must demonstrate:

1. Design and System Analysis.
2. System Modeling and Master Planning.
3. Demonstrate knowledge of sub-station expansions.
4. SCADA Implementation.
5. Electric Rate Study.
6. Efficient QA/QC process.
7. Provide one point of contact for the City with a wide spectrum of knowledge of items above.

8. The Consultant shall provide the City with all the information and data used by the Consultant.
9. The Consultant will furnish all required labor, materials, supplies, and travel required in connection with the project.
10. A more comprehensive scope of work will be created and agreed upon by the consultant and the City prior to beginning work. Each project will likely have its own scope of work and negotiated fee.
11. Must have Texas licensed engineers on staff overseeing the project(s).

City's Responsibilities: The City shall assist the consultant with the following items:

1. The City staff available to assist the selected consultant is limited.
2. In addition, all public hearing notices and necessary facilities will be handled by City staff.
3. The City will provide all available current digital, GIS mapping related information (City utilizes ArcGIS) to the consultant to utilize during the adoption process but provides no guarantee of compatibility of systems or software.
4. City will provide all reasonable materials available and needed for consultant to complete the job.

5. RFQ FORMAT

Failure by the Respondent to submit the documentation listed below may disqualify the Respondent from consideration. The Respondent is responsible for verifying that the City has received the proposal.

When submitting in person or via mail, the proposal shall be tab-indexed corresponding to the sections listed below. Include only the information specified for each section.

Cover Letter – Section 1: The cover letter/summary to include the RFQ response due date, Respondent's (company) name, contact name, and telephone number. The executive summary shall provide a brief introduction of the respondent and project team, plus a summary-level overview of the proposed operation.

Statement of Qualifications – Section 2: The Respondent shall demonstrate successful past performance through submission of documentation of relevant qualifications and experience. Respondent shall describe its qualifications referencing specific similar projects that have been deployed by the Respondent within the last 5 years. If examples/similar experiences are cited, then submittal must include a name and contact for the City to contact. Qualifications shall provide a straightforward, concise description of the respondent's ability to meet the requirements.

Technical Proposal – Section 3: The Respondent shall provide a detailed description of the service delivery proposal for satisfying the scope of work, describing how each (or some of the above work tasks) of the requirements of the Scope will be accomplished and by whom.

Personnel – Section 4: The Respondent shall include a staffing plan demonstrating staff qualifications and experience, including subcontractors (if any). This plan should describe the staff proposed and the functions they will perform. Item 3 and 4 may be combined into one if easier for the respondent.

QA/QC – Section 5: The Respondent shall describe their methods and processes used to ensure quality deliverables.

References – Section 6: The Respondent shall submit a minimum of three (3) references to substantiate the qualifications and experience requirements for services, with successful completion within the timeframe requested. References are preferred to be municipalities or utility providers in Texas. References shall attest to the Respondent’s ability to provide the services outlined in this RFQ and Scope of Work. References shall include name, point of contact, telephone number, and type of service performed.

6. GENERAL RFQ INFORMATION

The Respondent’s submission will be valid for a period of 90 days after the indicated deadline. The Respondent may elect to extend the validity period beyond this time at its discretion. The City of Burnet is not liable for any costs incurred by the Respondent in replying to this RFQ.

Submission Deadline: Respondents shall have until the deadline date indicated on “Key Information” paragraph to submit their response. Responses (SOQ) must be clearly marked RESPONSE TO RFQ in sealed packages. No portion of responses will be publicly read or disseminated. Statements of Qualification (SOQ) may be submitted electronically to Eric Belaj at ebelaj@cityofburnet.com. SOQ electronic submittals may only be as a single document in PDF format. Alternatively, one hard copy and thumb drive of the electronic version of the SOQ may be submitted to the address in the notice.

Questions and Addenda: Respondents shall have until the deadline date indicated on “Key Information” paragraph to submit written questions, regarding the procurement, to the City Engineer. All questions must be received by the City prior to date and time indicated above. Questions should be submitted electronically to Eric Belaj at e-mail above. All Respondents’ questions, along with answers, will be made available as an Addendum to the RFQ within the second week after issuance. The City of Burnet will not be held liable by any oral statement or representation contrary to the written specifications of the RFQ. Any revision, clarification, or interpretation pertaining to this RFQ will be in writing and issued by the City as an Addendum. Any changes or interpretations not contained in an Addendum will not be binding on the City.

Statement of Qualifications: Respondents shall be required to provide a Statement of Qualifications, which will initially be scored on a pass/fail basis. Interested firms or teams shall have and demonstrate extensive knowledge and expertise in the technical areas of the sports fields, nature trails, and site design. Responses that do not demonstrate the requisite work experience will not receive further consideration.

Disclosure of Response: All information submitted in an accepted response will be retained by the City for the period specified in the State of Texas records retention schedule. The information will not be returned to the Respondent. The Public Information Act, Government Code Chapter § 552, allows the public to have access to information in the possession of a governmental body through an open records request. Therefore, the Respondent shall clearly identify in the response any confidential or proprietary information. Proprietary information identified by the Respondent in the response will be kept confidential by City to the extent permitted by law. The City of Burnet merely raises the exception on behalf of the Respondent, or the awarded vendor, an opportunity to present to the Office of the Attorney General its arguments for non-disclosure of its identified confidential, or proprietary information.

Alteration or Withdrawal of Response: Any alternations to a response previously made, before the submission deadline, shall be submitted in writing, sealed, and clearly marked "RFQ Response – Amendment." The outer envelope must clearly show postmark or receipt stamp before the submission deadline to be considered. Responses cannot be altered or amended after the submission deadline. A response may be withdrawn, if requested in writing. The response will not be considered for award but will be retained by the City, unsealed, until after a contract is secured with the successful consultant. Responses will be returned upon written request after a contract is secured. The Respondent's response will be valid for a period of 90 days after the submission deadline. The Respondent may elect to extend the validity period beyond this time at its discretion.

Interview: The City may request of a Respondent to attend an interview with the Committee, or the City's staff, or a combination thereof. The respondents will be allowed (at their discretion) to make a short 10-minute presentation regarding their firm and experience. The interview may occur before or after the City selects the most qualified consulting firm. The Respondent's personnel, who will perform the vast majority of the work for study and report, will be required to attend to answer questions and/or present their approach to the project.

Work Agreement: The City of Burnet will attempt to negotiate a Work Agreement with the Respondent that is best fit for this project and sets forth the duties and responsibilities of the parties with respect to the development of a successful design including:

- ✓ The tasks described in the RFQ;
- ✓ The proposed term and termination of the Agreement;
- ✓ Force Majeure;
- ✓ The Respondent's indemnification and insurance requirements; and
- ✓ The Respondent's performance Professional Liability Insurance.

If negotiations are successful, execution of the final Work Agreement is contingent upon and subject to approval by the City of the scope of work and contract. Furthermore, the statements in this RFQ neither dictate the contract terms, nor bind the City of Burnet, its attorneys or its staff, in its negotiation, drafting or final approval of the Work Agreement.

Termination for Convenience: A termination for convenience clause shall be included in the Work Agreement. Except as otherwise provided in the final Work Agreement, the City, by written notice to the contract holder, may terminate the Contract, in whole or in part, when the City determines, in its sole discretion that it is in the City's interest to do so. The Consultant shall not furnish any product or services after the termination date stated within the notice of termination, except as necessary to complete the continued portion of the Contract, if any. The termination notice shall state the termination date; and Continued portion of the Contract to be completed, if any.

The Contractor shall not be entitled to recover any cancellation charges or lost profits.

Except as specifically provided for in the Work Agreement, all rights and obligations of the parties to one another that have not accrued before termination shall terminate with the Work Agreement.

Insurance: The Operating Agreement shall include provisions requiring the Consultant to provide insurance certificate as required by the Agreement.

7. CITY'S RESPONSIBILITIES

The City will either assign a project manager or establish a Project Management Committee as the Contractor's key contact and representative. That manager or Project Management Committee will oversee the contractor's performance of and compliance with the Agreement. The City shall:

1. Provide a project manager and/or oversight committee to facilitate data collection and interpretation.
2. Provide responsive advice and counsel to facilitate the Respondent's efforts.
3. Provide access to files and information.

The City will have the right, but not the obligation to perform periodic audits or field reviews as needed to determine whether the Contractor is operating under the requirements of federal, state, and local laws, and the terms of the agreement executed between the City and the Respondent.

8. RFQ EVALUATION AND SELECTION

Only complete responses containing the required submittal documents and meeting qualifications will be considered. Minor inconsistencies or deviations may be waived at the City's sole discretion. The City will rank all proposals that are complete and responsive to the requirements of the RFQ and may select the Respondent whose proposal offers the apparent best value to the City. Each proposal will be evaluated based on best value to the City and its taxpayers.

Other Provisions: The Respondent shall provide the specified service requirements in accordance with all applicable local, federal and state laws, standards, rules, and regulations necessary to perform the services. The Respondent may provide information including, but not limited to the following:

1. Have experience working with federal, state, or local governmental entities providing services similar in size and scope.
2. Be in good financial standing and current in payment of all taxes and fees.
3. Provide personnel, subcontractors, or operators that are fully competent, fully trained, and duly certified to perform the work authorized or required by the Work Agreement.

If for any reason of force majeure, either the contractor or the City shall be rendered unable, wholly or in part, to comply with this RFQ, the parties shall give notice of the reasons within a reasonable time after the occurrence of the event, which shall be defined as acts of God, natural or man-made disasters which interrupt operations and cannot be reasonable avoided, unavoidable civil disturbances, or other generally defined force majeure conditions. Force majeure shall not be used as absolute grounds for failing to perform. Force majeure shall be one of the conditions precedents for excusing performance under the RFQ.

Evaluation: The City has set up a Review Committee to evaluate and select a Respondent.

Respondents shall not contact members of the evaluation team.

The Respondent's qualifications will initially be scored on a pass/fail basis. It is the Respondent's obligation to ensure referenced projects are relevant and the scope performed is clear to the evaluation team. If the Respondent's qualifications demonstrate the minimum qualifications, the response will be further evaluated and ranked. Respondents that do not demonstrate that they meet the qualification criteria may not receive further consideration, and their technical responses may not be evaluated. Responses will be evaluated and ranked based on the following scale:

1. Qualifications and Availability: 30 percent.

2. Technical Proposal and Quality Assurance: 20 percent.
3. Experience: 30 percent.
4. References: 20 percent.

The response may be disqualified if the City is unable to verify qualification and experience requirements from the Respondent's references. The response may be disqualified if the City receives negative responses. The City will be the sole judge of references.

Award: Following evaluation and recommendation by the City's Review Committee, the City's project manager may inform the City Council regarding the proposal determined to provide the apparent best value to the City. The Council may favor or object the recommendation, and if permitted, will authorize the City Staff to negotiate with the apparent best Respondent. Negotiated contract may be submitted to the City Council for ratification and award and may be subject to the successful completion of negotiations or any other conditions identified in the RFQ, or by the Respondent. If an agreement satisfactory to the City cannot be negotiated with that Respondent, or if in the course of negotiations, it appears that the proposal will not provide the City with the overall best value, the City will then formally end negotiations with that Respondent and, in its sole discretion, may either (1) reject all proposals, (2) modify the RFQ and begin again the solicitation, or (3) proceed to the next most highly ranked proposal and attempt to negotiate an agreement with that Respondent. Selections may be based on the City authorizing staff to negotiate individual projects. Respondents may be required to make presentations and/or provide written clarifications of their responses at the request of the City.

Type of award shall be either:

1. Single Award: One agreement shall be awarded to a single Respondent.
Or
2. Term of Agreement: The agreement shall be for an initial term of one year from the date of execution on the contract for the project.
Or
3. Any combination of the two methods above.

The highest ranked Respondent(s) shall be required to attend a pre-award meeting in Burnet, Texas, with the City staff within ten (10) calendar days after notification. The purpose of the meeting is to discuss the terms and conditions, discuss schedule, coordination, and to provide additional information regarding the City's current programs underway. Failure to attend this meeting shall be adequate for the City to dismiss the highest ranked Respondent and begin negotiations with the next highest ranked Respondent.