THE CITY OF EDINBURG

REQUEST FOR PROPOSALS

The City of Edinburg is soliciting sealed Request for Proposals; hereinafter referred to as RFP, to be received by the City Secretary's Office located at 415 W. University Drive, Edinburg, Texas 78541. City of Edinburg 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.

RFP'S will be received until **3:00 p.m. Central Time**, on **Monday, February 16, 2015**, shortly thereafter all submitted RFP'S will be gathered and taken to the Edinburg City Hall Community Room, 1st Floor, to be publicly opened. Any RFP 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 RFP submitted shall have sufficient time to be received by the City Secretary's Office prior to the RFP opening date and time. The receiving time in the City Secretary's Office will be the governing time for acceptability of the RFP's. RFP's will not be accepted by telephone or facsimile machine. All RFP'S must bear original signatures and figures. The RFP shall be for:

RFP 2015-012
SOURCE REDUCTION OF BIO-SOLIDS

The City is requesting proposals from Qualified/Operating Firms to provide the City with a working Green project comprised of an efficient and effective means for Source Reduction of Bio-Solids. Firms will finance, own, manage, construct, collect, distribute, and/or purchase, and beneficially utilize the material produced by the facility either on site and/or off site. The City will provide Ten (10) acres of city owned property, with a goal to select a firm capable of (1) providing an efficient and effective means of source reduction, distribution and usage, (2) ensuring safe and environmentally sound operating practices, and (3) arranging for the full utilization of the composted material generated over an extended period of time.

If you have any questions or require additional information regarding this RFP, please contact Mr. Ramiro L. Gomez, Jr., Director of Solid Waste, at (956) 381-5635.

Hand Delivered RFP'S:	415 W. University Drive C/o City Secretary Department (1st Floor)
If using Land Courier (i.e.FedEx, UPS):	City of Edinburg C/o City Secretary 415 W. University Drive Edinburg, Texas 78541
If Mailing Proposals:	City of Edinburg C/o City Secretary P.O. Box 1079 Edinburg, Texas 78540-1079

BACKGROUND

The Solid Waste Management Facility (Landfill) is owned by The City of Edinburg and is operated by the City's Solid Waste Management Department. The Landfill is located in Edinburg, Texas, in the Northern section of Edinburg. The address is 8601 North Jasman Rd. Edinburg, Texas 78541. The Landfill is the only disposal facility in the City that provides disposal for MSW and C&D. The facility includes a 167-acre permitted disposal area. The Landfill has been in operation since 1975. It has its own leachate collection system. There are approximately ten (10) acres that can be used for the facility and the City would possibility lease another 10 acres not improved next to the existing site.

SCOPE OF WORK

The City is seeking written proposals from qualified firms for an efficient and effective means for the reduction of bio-solids. The first priority of the operation shall be a strict obligation to meet all regulatory compliance requirements. Firms must provide a statement of understanding of the work and a scope of work plan that describes the activities and tasks that will be undertaken to complete each objective listed below. The narrative may add to the specific items listed.

A. Describe how your firm will approach this project. Describe your firm's overall philosophy and how it will be applied to the project. Describe your firm's technical capability to deal effectively with the City to ensure the City's needs are met.

The firm's proposal must be in compliance with the landfill's environmental permit requirements. The proposing firm shall provide a description of the proposed composting facility and utilization plan for both the short and long term. The entire Bio-Solid Facility must be constructed to comply with all local, state, and federal regulations concerning composting bio-solids.

This statement and description of your understanding of the scope of work and your submittal of a work plan that describes the activities and tasks the firm will undertake to complete each objective listed below must be provided as part of the response to this RFP.

B. Describe the intended use of the material, including the anticipated utilization rate. The proposing firm will be responsible for environmental compliance and permitting requirements, a development schedule, record keeping, and an operation and maintenance plan.

C. Identify any statutory or regulatory issues that could affect the implementation of the proposal and suggested resolution of the issues.

D. Pricing structure- Describe the lease payment details and any other payments (i.e. host fees, cost saving and revenue) that the City would receive.

PROPOSAL REQUIREMENTS

SUBMITTAL: Submit one (1) original Proposal and two (2) copies consisting of the COMPLETED AND SIGNED Proposal Form and any other required documentation. (Attachment #1)

SEALED: All Proposals should be returned in a sealed envelope with the Proposal name, number and Vendor Name clearly marked on the outside. If an overnight delivery service is used the Proposal name, number and Vendor Name should be clearly marked on the outside of the delivery service envelope.

REFERENCES: City of Edinburg requires Proposer to supply with this Proposal a list of at least three (3) references of whom Proposer has leased a working Green project comprised of an efficient and effective means for Source Reduction of Bio-Solids in the past. Include name of reference, address, telephone number and name of representative.

LEGIBILITY: Proposals must be legible and of a quality that can be reproduced.

FORMS: All Proposals should be submitted on the forms provided in this Request for Proposal. Changes to forms made by Proposer shall disqualify their Proposal.

LATE PROPOSAL: Proposals received after submission deadline will not be opened and will be considered void and unacceptable. City of Edinburg is not responsible for lateness of mail, courier service, etc.

RESPONDENTS QUALIFICATIONS/RESPONDSIBILITY: A prospective Proposer must affirmatively demonstrate responsibility and must meet the following requirements:

a) have adequate financial resources, or the ability to obtain such resources as required;

b) be able to comply with the negotiated payment structure;

c) have a satisfactory record of performance in bio-solid source reduction or similar type of projects;

d) be otherwise qualified and eligible to receive an award of said land lease.

e) provide proof of Liability Insurance Coverage, limits as stated, with the City of Edinburg as additionally insured. (Insurance must accompany Bid)

Please complete Attachment 2; (Application) in order to assist the City of Edinburg to determine Proposer's ability to meet these minimum standards listed above.

AWARD

SIXTY DAYS: Awards should be made within approximately sixty (60) days after the Proposal opening date. Results may be obtained by contacting the Purchasing Agent.

REJECTION OR ACCEPTANCE: It is understood that the City Council of the City of Edinburg, Texas, reserves the right to accept or reject any and/or all Proposals for the offering covered in this Proposal request, and to waive informalities or defects in the Proposal or to accept such Proposal it shall deem to be in the best interest of the City of Edinburg.

CONTRACT/LEASE AGREEMENT: This Proposal, when properly accepted by the City of Edinburg, shall constitute a contract equally binding between the Selected Proposer and City of Edinburg.

The Selected Proposer shall be required to execute a formal Green Project Lease at the City's offices in Edinburg, Texas within ten (10) days after the Proposer has been notified that it/he/she has been selected. Said Green Project Lease shall be in the same form as the lease that is attached hereto and marked Attachment 3, Green Project Lease. The only anticipated changes in the attached Green Project Lease will be to include additional exhibits, to fill in blanks to identify the Proposer as the lessee, insert terms relating to the rent, and/or to revise the Green Project Lease to accommodate corrections and changes required by the City.

Proposers should raise any questions regarding the terms of the attached Green Project Lease, or submit requested changes in said terms, in the form of written questions or submittals, prior to the deadline for the submittal of Proposals. Because the signed Green Project Lease will be substantively and substantially derived from the attached Green Project Lease, each Proposer is urged to seek independent legal counsel as to any questions about the terms, conditions or provisions contained in the attached Green Project Lease before submitting a Proposal. Again, the attached Green Project Lease contains important legal provisions and is considered part and parcel of this Request for Proposals. Failure or refusal to the attached Green Project Lease shall be grounds for the City to revoke selection of a Proposer and select another Proposer.

The terms of this contract (this Proposal when properly accepted by City of Edinburg) and the Green Project Lease shall be collectively referred to herein as the "Lease Agreement." If, after the Proposer executes the Green Project Lease, there is a conflict between the terms and conditions of this contract and the Green Project Lease, the terms and condition of the Green Project Lease shall control.

CONTRACT ADMINISTRATION: Under the Lease Agreement, Ramiro Gomez, City of Edinburg Solid Waste Management Director (or successor), shall be the contract administrator with designated responsibility to ensure compliance with the requirements of the Lease Agreement, such as but not limited to, acceptance, inspection and delivery. The contract administrator will serve as liaison between City of Edinburg City Council and the Selected Proposer.

DURATION & TRANSFERABILITY OF LEASES: The term of each lease will be a Three (3) year lease with two additional one (1) year extensions. The City is not responsible for any forward contracts for commodity sales entered into by the Lessee.

No transfer or sublet of the right to occupy and operate property is allowed unless the City approves such transfer or sublet. Such approval will be assessed upon consideration of whether such transfer or sublet will be to the benefit of the City. It will also be contingent upon the lessee and transferee satisfactorily demonstrating that such a change will result in equal or superior operation of the property and no economic harm will be done to the City.

If a Lessee becomes unable to fulfill the obligations of his or her lease, for whatever reason, the Lessee or lessee's agent) must transfer or sublet the remaining leasehold interest as described above, or relinquish the remaining interest directly back to the City.

FAIR MARKET VALUE RENT: A major financial goal of this property RFP will be to establish leases.

FIRM PRICING: The leased premises, described in the attached Green Project Lease is to be on a "per acre per twelve month" basis, stating a firm price per acre. This price must be good from the date of Proposal opening for a fixed period of time. Unless the Proposal expressly states otherwise, this period shall be from the above referenced Commencement Date to the Termination Date. Proposals which do not state a fixed price, or which are subject to change without notice, will not be considered. The City may award a lease for the period implied or expressly stated in the highest and best Proposal.

INSURANCE REQUIREMENTS:

1. The successful bidder will be required to carry the following insurance coverage and limits of coverage, as well as list the City as an additional insured to liability coverage as requested by the City. In addition, the successful bidder shall provide the City with evidence of coverage and furnish acceptable proof of payment of insurance premiums.

2. The successful bidder will be required to secure and/or have insurance coverage in force with an admitted property and casualty insurance company licensed by the State of Texas to conduct business in the State of Texas.

3. In contracts not involving building and construction projects, as that activity is defined in TEX. LABOR CODE §406.096, contractors may obtain alternative form of worker accident insurance with minimum limits of liability of $100,000 per claim.

MISCELLANEOUS

STATEMENTS: No oral statement of any person shall modify or otherwise change, or affect the terms, conditions, plans and/or specifications stated in the various Proposal Packages and/or Proposal Instructions/Requirements.

PAYMENT: Payments will be made in annual installments during the Initial Lease Term and any extension(s) thereafter. The first installment will be due on or before November 1st and every subsequent for the term of the lease.

Payments must be made payable to City of Edinburg and be hand delivered or mailed to the City of Edinburg Department of Solid Waste Management, Attn: Solid Waste Director, 8601 North Jasman Rd, Edinburg Texas 78541

CONFLICT OF INTEREST: No public official shall have interest in a contract, in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171.

As of January 1, 2006 Vendor's are responsible for complying with Local Government Code Title 5, Subtitle C, Chapter 176. Additional information may be obtained from the County website at the following link: http://wcportals.wilco.org/Interest_Conflict/index.html

The City of Edinburg Conflict of Interest Statement is located below. This form must be completed, signed, and submitted with your Proposal.

ETHICS: The Proposer shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, official or agent of City of Edinburg.

DOCUMENTATION: Proposer shall provide with this response, all documentation required by this request for Proposal. Failure to provide this information may result in rejection of the Proposal.

TERMINATION FOR DEFAULT: In addition to the termination rights set forth in the Green Project Lease, City of Edinburg reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of this contract. Non-Performance of the Proposer in terms of specifications shall be a basis for the termination of the contract and the Green Project Green Project Lease by the City.

VOLUNTARY TERMINATION: In the event that the City may require the Land or use of the Land during this lease period, the city reserves the right to modify the lease as necessary to accommodate its needs. In doing so, the city will consider ways to minimize the impact upon operations. City of Edinburg or the Selected Proposer may terminate the Green Project Lease, without cause or liability, upon giving sixty (60) day's written notice to the other party. Upon the termination of the Green Project Lease, the Selected Proposer must surrender the premises peaceably to City of Edinburg and pay City of Edinburg all rental amounts and any other amounts that may be due under the Green Project Lease as of the date of termination.

SILENCE OF SPECIFICATIONS: The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

COMPLIANCE WITH LAWS: The Selected Proposer shall comply with all applicable federal, state and local laws and regulations pertaining to the practice of the profession and the execution of duties under this Proposal including the TEXAS HAZARD COMMUNICATION ACT and THE CITY OF EDINBURG HAZARD COMMUNICATION PROGRAM POLICY.

OTHER PROVISIONS:

1. The parties agree and understand that the City of Edinburg, as a governmental entity, cannot enter into long-term contracts or lease agreements, without accepting competitive Proposals.

2. City of Edinburg may become responsible for major soil conservation work and repairs or improvements as determined to be necessary for the upkeep of the leased premises. The Selected Proposer/Lessee shall submit said improvement requests to City of Edinburg in writing, and City of Edinburg reserves the right to reject any and all requests if City of Edinburg determines that the requested improvements are not necessary.

PROPOSAL EVALUATION: Proposals will be evaluated by the City staff. The evaluation process will rely on the requested information provided on the following pages and elsewhere in this RFP. Consequently, it is expected that successful proposals will demonstrate a thoughtful and thorough response to the entire set of questions and requests for information addressed in the RFP. Please note that Respondents' cash rent offer amounts will be the dominant criterion, although not the only factor, considered in reaching a recommendation.

The City will utilize a two-stage process to evaluate all proposals received in response to this RFP and may request best and final offers in the event that it is deemed in the best interests of the City for making a final selection on the

award of a property lease. All awards will be contingent on the execution of a lease agreeable to both the Respondent and the City.

- The first stage of the process will consist of a review of all proposals received by the due date and time and will evaluate the following items:

  1) Is the response complete, including providing all necessary information and answers to any required questions?

  2) Is the cash rent or subsequent value offered in the top range of all offers received?

Proposals determined to be deficient in any of the above areas of consideration will be eliminated from further review.

- During the second stage of the evaluation process, an assessment will be made of the remaining responses for each property and the responses will be scored based on a weighted matrix of evaluation criteria. The criteria will include:

  1) Is the response consistent with the intended operation of the property as an ongoing and functional source reduction pilot project endeavor? Point Value (0-40 PTS)

  2) Has the Respondent provided satisfactory descriptions of their source reduction experience and their overall environmental stewardship/conservation practices? Point Value (0-40 PTS)

  3) Is the Respondent's base of operation in proximity of the property they are interested in? Point Value (0-20 PTS)

Each question or request for information is important and failure of a Respondent to adequately or completely address any question or request for information could adversely affect the Respondent's evaluation score. If deemed necessary during this phase of the evaluation process, correspondence will be initiated with Respondents to request clarification or additional details on information provided in a Respondent's response to questions or informational items in the RFP such as additional financial information. This response clarification request cannot and will not be used to remedy or request information that was incomplete or omitted from a Respondent's response. Responses with critical or significant deficiencies will likely be eliminated in the first stage of the evaluation process. Following the receipt of any clarifications, each proposal will be scored and ranked using the evaluation criteria mentioned above.

After this second stage of the evaluation process is completed, the highest rated proposal will be identified. The Respondent offering the highest rated proposal will be notified of an offer to enter into a lease agreement with the City. If the successful Respondent and the City, for whatever reason, are unable to execute a lease agreeable to both parties, the City will then proceed to issue an offer to the next highest rated Respondent to work out a lease agreement for the property.

Required Documentation: Each Proposer must turn in the City of Edinburg Conflict of Interest Statement (the form being on the pages to follow) and the City of Edinburg Proposal Form (the form being on the pages to follow) with your Proposal.

By submitting a Proposal, Proposer acknowledges that Proposer must execute the attached Attachment 3, Land Lease, at the City's offices in Edinburg, Texas within ten (10) days after the Proposer has been notified that it/he/she has been selected.

Attachment #1

CITY OF EDINBURG PROPOSAL FORM

LEASE 10 ACRES OF UNDEVELOPED LAND at

EDINBURG REGIONAL SANITARY LANDFILL

PROPOSAL NUMBER: _____

NAME OF PROPOSER:_____

Mailing Address:_____

City: _____ State: _____ Zip: _____

Email Address:_____

Telephone: (_____) _____ Fax: (_____) _____

RENT FOR FIRST INITIAL TERM OF LEASE:

February 1, 2015 to December 30, 2025 (10 Years)

APPROXIMATE ACREAGE	RENTAL AMOUNT PER ACRE*	Total Rent Amount For First Lease Period (12 Months)
10 Acres	$_____*	Approx. 10 acres x $_____ = $_____ to be paid in Ten equal installments annually.

***If the Proposer has proposed a share of any commodities in addition to a monetary rental amount, Proposer will need to insert the proposed monetary rental amount on the line above and fully describe such proposed shares as a part of Proposer's response to the Selection Criteria set forth in this RFP above.**

The undersigned, by his/her signature, represents that he/she is authorized to bind the Proposer to fully comply with the terms and conditions of the attached Request for Proposal, Specifications, Special Provisions and Lease attached hereto as Attachment 2, for the amount(s) shown on the accompanying Proposal sheet(s). By signing below, you have read the entire document and agree to the terms contained in this RFP and the Green Project Lease attached hereto as Attachment 2.

Signature of Person Authorized to Sign Proposal _____

Date: _____

Printed Name and Title of Signer: _____

DO NOT SIGN OR SUBMIT WITHOUT READING ENTIRE DOCUMENT

THIS FORM MUST BE COMPLETED, SIGNED, AND RETURNED WITH PROPOSAL

Attachment 2 – Application

Name: _____ Date: _____

Address: _____ Phone: _____

City/State/Zip: _____ Email: _____

Are you actively engaged in any source reduction activities at the present time? Yes_____ No_____

If yes, complete below:

1) Acres Owned _____ Acres Rented _____ Acres Cash Rented _____

2) Total acres in production this year: _____

3) Number of years as an operator: _____

4) Number of years on present property: _____

5) Reason for applying for additional property: _____

6) Have you ever worked with a land farm manager before? _____ If yes, who?

7) Give the location of your operation base:

Attachment 2 – Application (continued)

8) Describe your experience conduction source reduction activities similar to each specific property for which you are making cash rent offer.

9) Describe your current operation:

10) Briefly provide an overview of your business plan for operating the property.

11) Provide a summary of your educational background:

12) Describe any additional source reduction experience or training you have (ag-related employment, FFA, etc.)

13) Please provide listing of any and all USDA, USDA NRCS, Texas Dept. of Agriculture, Texas Soil & Water Conservation Board and/or Texas Commission on Environmental Quality Citations or Notices of Violation or Non-Compliance issued to either the respondent or anyone working for the respondent of the Bid, the Corporation (if one is responding) and/or any sublets being utilized to work on City of Edinburg Property.

14) Please provide references as requested on the next page.

15) Please provide names of all sublets; officers of the corporation.

16) Have you ever rented Land from the City? List locations and timeframe for the lease.

Attachment 2 – Application (continued)

References

Please give the name, address, and phone number of the following references. If for any reason you do not wish for us to contact any of the references, please make a notation in the margin.

1) **The owner of a property currently leased:** Leased: from _____ to _____
   Name: _____ Phone: _____
   Address: _____ Fax: _____
   City/State/Zip: _____ Email: _____

2) **The owner of a property previously leased:** Leased: from _____ to _____
   Name: _____ Phone: _____
   Address: _____ Fax: _____
   City/State/Zip: _____ Email: _____

3) **Bank or Ag Lender:**
   Name: _____ Phone: _____
   Address: _____ Fax: _____
   City/State/Zip: _____ Email: _____

4) **Please list other references who are familiar with your ability and whom we can contact.**
   Name: _____ Phone: _____
   Address: _____
   Name: _____ Phone: _____
   Address: _____

In an attached cover letter, please give additional information concerning your background that may be beneficial in evaluating this application. You may also include career goals and personal (or family) objectives for the future. All information provided the applicant is deemed confidential, but the information may be subject to public disclosure under the Texas Public Information Act.

Signed: _____ Date: _____

Signed: _____ Date: _____