

CITY OF CORPUS CHRISTI PROCUREMENT DIVISION



REQUEST FOR PROPOSAL ("RFP")

LANDFILL GAS TO ENERGY

RFP No. 3940

Release Date: February 7, 2022

Table of Contents

Section 1 – Notice of Request for Proposals	1
1.1. Request for Proposal	1
1.2. Term.....	1
1.3. Schedule.....	1
1.4. Procurement Officer and Delivery Address:.....	1
Section 2 - Instructions to Proposers	2
2.1. Pre-Proposal Conference:	2
2.2. Proposer’s Minimum Requirements:	2
2.3. Submission of Proposal:	3
Section 3 – Conditions Governing the Procurement	5
3.1. RFP Procedural and Content Questions.....	5
3.2. Basis for Proposal	5
3.3. Proposal Terms and Conditions	5
3.4. Disclosure of Proposal Contents.....	6
3.5. Late Proposals.....	6
3.6. Signing of Proposals	6
3.7. Cost of Proposal.....	6
3.8. Disclosure of Interest	6
3.9. Business Designation Form	7
3.10. Conflict of Interest Questionnaire.....	7
3.11. Form 1295 “Certificate of Interested Parties”	7
3.12. Ownership of Proposals	8
3.13. Disqualification or Rejection of Proposals	8
3.14. Right to Waive Irregularities	8
3.15. Withdrawal of Proposals.....	8
3.16. Amending of Proposals.....	9
3.17. Proposal Offer Firm	9
3.18. Proposer’s Qualifications.....	9
3.19. Exceptions to RFP Specifications.....	9
3.20. Consideration of Proposals	9
3.21. Termination of RFP	10
3.22. No Obligation.....	10
3.23. Recommendation for Award.....	10

3.24.	Execution of Contract	10
3.25.	Disputes.....	10
3.26.	Right to Publish.....	10
3.27.	Proposer’s Ethical Behavior	10
3.28.	Quantities	11
3.29.	Use of Subcontractors	11
3.30.	Protest Procedure	11
3.31.	Insurance Requirements.....	14
Section 4 - Scope of Project		17
4.1.	Description of Landfill.....	17
4.1.1.	Primacy of Landfill Operations	17
4.1.2.	Existing and Future LFG Facilities.....	17
4.1.3.	GCCS Operations and Maintenance	17
4.1.4.	LFG Resource	18
4.1.5.	Laboratory Analyses of LFG Samples.....	18
4.2.	Scope of Work	19
4.2.1.	Project Design, Build, Own, and Operate Service Description	19
4.2.2.	Site Access and Restrictions	19
4.2.3.	Property Lease	20
4.2.4.	Project Facilities Interface	20
4.2.5.	Energy Facility Waste Gas.....	20
4.2.6.	Energy Quality	20
4.2.7.	Energy Quantity	20
4.2.8.	Storage Requirements	21
4.2.9.	Distribution Facilities.....	21
4.2.10.	Permits	21
4.2.11.	Electricity	21
4.2.12.	Potable Water Supply	22
4.2.13.	Sewage and Condensate.....	22
4.2.14.	Telecommunications	22
4.3.	Work Site and Conditions.....	22
4.3.1.	Work Site and Conditions	22
4.3.2.	Work Site and Conditions	22
4.3.3.	Work Site and Conditions	22
4.3.4.	Work Site and Conditions	22
Summary Report		28

4.4.	Special Instructions	30
4.4.1.	Technical Approach	30
4.4.1.1.	Project Facilities General Description and Drawings	30
4.4.1.2.	LFG Conveyance Plan	31
4.4.1.3.	LFG-to-Energy Conversion Technology	31
4.4.1.4.	Proposed LFG-Derived Energy Specification	32
4.4.1.5.	Marketing Approach	32
4.4.1.6.	Project Structure and Organization	32
4.4.1.7.	Operation, Maintenance, Repair and Replacement Approach	32
4.4.1.8.	Disposition of Conversion By-Products	33
4.4.1.9.	General Environmental Controls	33
4.4.1.10.	Project Safety and Security	33
4.4.1.11.	Licenses, Permits and Approvals	34
4.4.2.	Ownership and Financing	34
4.4.3.	Risk Allocation	34
4.4.4.	Permitting Risk	34
4.4.5.	Marketing Risk	35
4.4.6.	LFG Resource Risk	35
4.4.7.	Non-Specification Energy Risk	36
4.4.8.	Change in Law Risk	36
Glossary		37
Section 5 - Proposal Format and Organization		41
5.1.	General Instructions	41
5.2.	Proposal Format	41
5.3.	Proposal and Proposal Forms	42
5.4.	Service Agreement	43
Section 6 - Proposal Evaluation		44
6.1.	Evaluation Committee	44
6.2.	Evaluation Criteria	44
6.3.	Evaluation Process	45
Section 7 – RFP Forms		47
Section 8 – Sample Agreement		1

Section 1 – Notice of Request for Proposals

Date Issued: February 7, 2022

1.1. Request for Proposal

- A. The City of Corpus Christi ("City") hereby issues this request for proposal ("RFP"). The City is seeking proposals from firms interested and qualified to develop and implement a Landfill Gas to Energy project at the City's Cefe Valenzuela Landfill (Landfill). The City intends to enter into a Lease Agreement and a separate Gas Purchase Agreement (also referred to herein as "Contracts" or "Agreements") for this project.
- B. The project will be at the Landfill located in Nueces County, at the intersection of Farm to Market 2444 and County Road 20, Robstown, Texas. The selected Proposer shall be responsible for the overall project development, including sales agreement negotiations, permitting, design, construction, financing, ownership, long-term operations, storage, transporting and management services.

1.2. Term

The contract term and project timeline will be provided by the Proposer.

1.3. Schedule

The following is the schedule for this procurement:

Date/Time	Activity
February 7, 2022	Request for Proposal issued
February 16, 2022 at 10:00 AM	Pre-Proposal Conference
February 23, 2022 by 5:00 PM	Requests for Clarification from Proposers are due
March 2, 2022	Responses to Requests for Clarification will be posted via Addendum in the City's Supplier Portal
March 9, 2022 by 2:00 PM	PROPOSALS DUE
Week of March 28, 2022	Finalists interviewed (tentative)
March 2022	Recommendation/selection (tentative)
April 2022	Projected Date Award of Contract
April 2022	Anticipated Notice to Proceed

1.4. Procurement Officer and Delivery Address:

Tracy Garza
City of Corpus Christi – Procurement Division
1201 Leopard St., 1st Floor
Corpus Christi, Texas 78401
Phone: (361) 826-1982
TracyG2@cctexas.com

Section 2 - Instructions to Proposers

2.1. Pre-Proposal Conference:

A. A Pre-Proposal Conference will be held as follows:

Proposers are welcomed and encouraged to attend the pre-proposal conference **via WebEx only due to concerns regarding the Coronavirus**. Connection options are the responsibility of attendees. Please follow the instructions below to join the meeting:

Pre-Proposal Meeting scheduled at 10:00 am CT on February 16, 2022

- 1) Type webex.com into your browser window
- 2) Press "Join" in the upper right of the screen.
- 3) Input meeting number: (access code): **2599 205 6976**
- 4) Input meeting password: **cdPxq4jg528**
- 5) To join the audio, it is recommended you select join from your computer or use the call-in number on the WebEx portal.

Join by phone

To call in from a mobile device (attendees only)

[+1-408-418-9388](tel:+14084189388) United States Toll

- 6) Please make sure you mute your mic/phone upon joining and unless speaking to avoid background noises during the meeting.

B. Job Walk:

Proposers are encouraged to visit the site to acquaint themselves with the general and specific conditions under which they will be required to perform the work and which may affect the cost of the performance of the work.

2.2. Proposer's Minimum Requirements:

- A. The Proposer must have operated continuously for a minimum of five years as an established firm in providing Landfill Gas to Energy project. Proposer must submit the following with its proposal: documentation demonstrating the required experience as outlined above.

The City will strongly consider proposals that include and satisfy the following requirements:

- Landfill Gas to Energy conversion technologies proposed must have a proven record of operation with a minimum of two successful and current operations of commercial-scale facilities.
 - The Proposer and development team must have a proven record of successful implementation and ongoing operation of a minimum of two commercial-scale Landfill Gas to Energy conversion facilities.
- B. The Proposer must not have any outstanding lawsuits nor has the Proposer been involved in any lawsuits during the last five years that may materially affect its ability to provide the services described herein. In addition, the Proposer must not be currently involved in litigation with the City nor has the Proposer been involved in litigation with the City during the last five years. Provide information on any lawsuits that would materially affect your ability to provide the work with your proposal.
- C. The Proposer must not have any outstanding regulatory issues nor has the Proposer had any regulatory issues during the last five years that may materially affect its ability to provide the services described herein. Provide information on any outstanding regulatory issues that would materially affect your ability to provide the work with your proposal.
- D. The Proposer's must provide references on the two-page "REFERENCES" form provided in the proposal. The Proposer must provide three current client references and three former client references (or as many current and former client references as Proposer has available) for which the same services have been provided. This information will be used to determine the extent to which the Proposer is able to provide the services described herein to an entity the size of the City of Corpus Christi, as well as the level of customer service exhibited by the Proposer.

2.3. Submission of Proposal:

- A. **PROPOSER SHALL SUBMIT ITS PROPOSAL, AS INSTRUCTED HEREIN.** All proposals must be complete and accurate and in the City-approved format specified herein.
- B. The City's Charter and the City's Procurement Policy require that all proposals submitted be sealed, secret, unopened through the DUE DATE FOR PROPOSALS specified in this RFP. **Therefore, proposals submitted directly to the City by facsimile machine or e-mail will be considered non-responsive and will be eliminated from consideration.**

- C. Proposals will be received before the date and time specified in this RFP. Without exception, proposals received after the deadline are late, shall be deemed non-responsive and shall not be considered.
- D. Proposers shall comply with the additional detailed instructions regarding submission of proposals found in this RFP.

Section 3 - Conditions Governing the Procurement

3.1. RFP Procedural and Content Questions

- A. Any Proposer requiring further clarification of the RFP procedures should submit specific requests for clarification to the Procurement Officer as described in this RFP.
- B. During a review of this RFP and preparation of the proposal, certain errors, omissions or ambiguities may be discovered. If so, or if there are doubts or concerns about the meaning of any part of this RFP, questions must be submitted to the Procurement Officer as described in this RFP.
- C. All inquiries or requests regarding this RFP must be submitted to the Procurement Officer, or designee as specified in writing, and online, via the City's Supplier Portal:

<http://www.cctexas.com/business/supplierportal>

Use the electronic question submission feature specific to this RFP for Requests for Clarifications and questions. Such inquiries or requests must be submitted by the due date and time provided in this RFP. Other employees do not have the authority to respond for the City in writing and any attempt to question other employees regarding this RFP may result in the City disqualifying that Proposer. Only written responses from the Procurement Officer or designee will be binding with regard to inquiries requesting clarification or additional information. The Procurement Officer's written responses will be released simultaneously to all prospective Proposers.

- D. Addenda will be issued to address any submitted Request for Clarification and questions and answers along with any changes to the documents as a result of these clarifications.

3.2. Basis for Proposal

Only the information contained in this RFP, questions and answers, addenda hereto and information supplied by the City in writing through the Procurement Officer should be used in the preparation of the Proposer's proposal.

3.3. Proposal Terms and Conditions

With its proposal, the Proposer is submitting and committing to the terms and conditions proposed for inclusion in the final Agreement. Any concerns over the terms and conditions must be resolved during the proposal stage through the request for clarification question and answer process.

3.4. Disclosure of Proposal Contents

Proposals will be handled in a manner that avoids disclosure of the contents to competing Proposers and keeps the proposals secret during evaluation. All proposals are open for public inspection after the contract(s) are awarded; however, trade secrets and confidential information in the proposals are not open for public inspection. **It is specifically provided, however, that each Proposer must identify any information contained in its proposal which it asserts is either a trade secret or confidential information.** Such material must be conspicuously identified by marking each page containing such information as "confidential" or "proprietary". **If such material is not conspicuously identified, then by submitting its proposal, a Proposer agrees that such material is considered public information.**

3.5. Late Proposals

Without exception, proposals must be submitted by the DUE DATE FOR PROPOSALS. Proposals received after the time and date specified in this RFP are late and shall not be considered.

3.6. Signing of Proposals

By submitting and signing a proposal, the Proposer indicates its intention to adhere to the provisions described in this RFP. **Proposals signed for a partnership** shall be signed in the Proposer's name by at least one general partner or designee. **Proposals signed for a corporation** shall have the correct corporate name thereon and shall bear the president's, vice president's, or designee's original signature with the name and title written below the corporate name. Any other signature must be accompanied by a resolution of the board of directors authorizing such signature to contract in the corporation's name. The title of the office held by the person signing for the corporation shall appear below the signature of the officer.

3.7. Cost of Proposal

This RFP does not commit the City to pay any costs incurred by a Proposer for preparation and submission of a proposal or for procuring or contracting for the items to be furnished under this RFP. All costs directly or indirectly related to preparing and responding to this RFP, including all costs incurred for supplementary documentation, shall be borne solely by the Proposer.

3.8. Disclosure of Interest

The City of Corpus Christi's Code of Ordinances, Section 2-349, as amended, requires all persons and Proposers seeking to do business with the City to provide the Disclosure of Interest information on the City-supplied form included herewith. Every question must be answered. If the question is not applicable, answer with N/A. Proposers are obligated to provide updated information concerning the

Disclosure of Interest, as warranted, for the duration of time the proposals are under consideration.

3.9. Business Designation Form

Proposer shall complete, sign and submit the Business Designation Form. The information requested is for statistical reporting purposes only.

3.10. Conflict of Interest Questionnaire

Proposer agrees to comply with Chapter 176 of the Texas Local Government Code which requires a person who enters or seeks to enter into a contract with the City of Corpus Christi to file a Conflict of Interest Questionnaire Form (Form CIQ) with the City of Corpus Christi City Secretary's Office, if the Proposer has certain business and/or family relationships with officers of the City of Corpus Christi or has given any gifts exceeding \$100 in the aggregate to an officer or a family member of an officer. For more information on Form CIQ and to determine if you need to file a Form CIQ, please review the information on the City Secretary's website at:

www.cctexas.com/departments/city-secretary/conflict-disclosure

3.11. Form 1295 "Certificate of Interested Parties"

(Only to be submitted if chosen for award)

Proposer's must comply with Government Code Section 2252.908 and submit Form 1295 "Certificate of Interested Parties" upon notification that Proposer has been recommended for award. Form 1295 requires disclosure of "interested parties" with respect to entities that enter agreements with cities. These interested parties include:

- (1) persons with a "controlling interest" in the entity, which includes:
 - a. an ownership interest or participating interest in a business entity by virtue of units, percentage, shares, stock or otherwise that exceeds 10 percent;
 - b. membership on the board of directors or other governing body of a business entity of which the board or other governing body is composed of not more than 10 members; or
 - c. service as an officer of a business entity that has four or fewer officers, or service as one of the four officers most highly compensated by a business entity that has more than four officers; or
- (2) a person who acts as an intermediary and who actively participates in facilitating a contract or negotiating the contract with a governmental entity or state agency, including a broker, adviser, attorney or representative of or agent for the business entity who has a controlling interest or intermediary for the business entity.

Form 1295 must be electronically filed with the Texas Ethics Commission at https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm. The form must then be printed, signed, and filed with the City. For more information, please review the Texas Ethics Commission Rules at <https://www.ethics.state.tx.us/legal/ch46.html>. A Sample Copy of Form 1295 has been provided for reference only.

3.12. Ownership of Proposals

All documents submitted in response to this RFP shall become the property of the City.

3.13. Disqualification or Rejection of Proposals

Proposers may be disqualified for any of the following reasons:

1. There is reason to believe that collusion exists among the Proposers;
2. The Proposer is involved in any litigation against the City;
3. The Proposer is in arrears on an existing contract or has defaulted on previous contracts with the City;
4. The Proposer lacks financial stability;
5. The Proposer has failed to perform under previous or present contracts with the City;
6. The Proposer has failed to use the City's approved forms;
7. The Proposer has failed to adhere to one or more of the provisions established in this RFP;
8. The Proposer has failed to submit its Proposal in the format specified herein;
9. The Proposer has failed to submit its Proposal before the deadline established herein;
10. The Proposer has failed to adhere to generally accepted ethical and professional principles during the proposal process; or,
11. The Proposer has failed to provide a detailed cost summary in the proposal if required.

3.14. Right to Waive Irregularities

Proposals shall be considered "irregular" if they show any omissions, alterations of form, additions or conditions not called for, unauthorized alternate proposals or irregularities of any kind. The Procurement Officer reserves the right to waive minor irregularities and mandatory requirements, provided that all responsive proposals failed to meet the same mandatory requirements and the failure to do so does not otherwise materially affect the procurement. This right may be exercised at the sole discretion of the Procurement Officer.

3.15. Withdrawal of Proposals

Proposals may be withdrawn prior to the exact hour and DUE DATE FOR PROPOSALS.

3.16. Amending of Proposals

A Proposer may amend a proposal prior to the exact hour and DUE DATE FOR PROPOSALS.

3.17. Proposal Offer Firm

By submission of its proposal, the Proposer affirms that its proposal is firm for one hundred eighty (180) days after the DUE DATE FOR PROPOSALS and if awarded a contract the proposal then remains firm for the duration of the contract.

3.18. Proposer's Qualifications

The City may make such investigations as necessary to determine the ability of the Proposer to adhere to the requirements specified herein. The Procurement Officer will reject the proposal of any Proposer who is not a responsible Proposer.

3.19. Exceptions to RFP Specifications

Although the specifications in the following sections represent the City's anticipated needs, there may be instances in which it is in the City's best interest to permit exceptions to specifications and evaluate alternatives. It is vital that the Proposer make very clear where exceptions are taken to the specifications and how the Proposer will provide alternatives. ***Therefore, when allowed, exceptions, conditions or qualifications to the provisions of the City's specifications must be clearly identified as such, together with reasons for taking exception, and submitted as a Request for Clarification during the proposal process. If the Proposer does not make clear that an exception is being taken and receive approval to take such exception, the City will assume the Proposer is, in its proposal, responding to and will meet the specifications and requirements of this RFP.***

3.20. Consideration of Proposals

Discussions may be conducted with responsible Proposers qualified to be selected for award for the purpose of clarification to assure full understanding of and responsiveness to the solicitation requirements. In discussions, there shall not be disclosure of any information derived from proposals submitted by competing Proposers. Until award of the Contract is made by the City, the City reserves the right to reject any or all proposals, to waive technicalities, to re-advertise for new proposals or to proceed with the work in any manner as may be considered in the best interest of the City. Should the City require clarification from the Proposer, the City shall contact the individual named as the organization's contact person in the City's Supplier Portal. Evaluation of the proposal is the first step in a series of evaluation steps that will be conducted by the Committee. The City may elect to conduct post-submission reference checks, Proposer interviews or best and final offers with any Proposers that are not eliminated based on their proposal.

3.21. Termination of RFP

The City reserves the right to cancel this RFP at any time. The City reserves the right to reject any or all proposals submitted in response to this RFP.

3.22. No Obligation

In no manner does this RFP obligate the City or any of its agencies to the eventual services offered until confirmed by an executed written Contract.

3.23. Recommendation for Award

City staff will recommend to the City Manager that award be made to the Proposer(s) whose proposal is determined by the City to be the most advantageous ("Best Value") to the City.

3.24. Execution of Contract

The City Manager or designee may authorize award of the Contract to the successful Proposer(s) and will designate the successful Proposer(s) ("**Contractor**") as the City's provider(s). The City will require the Contractor(s) to sign the documents necessary to enter into the required Contract with the City and to provide the necessary evidence of insurance as required in the Contract documents. No Contract for this project may be signed by the City without the authorization of the City Manager or designee and no Contract shall be binding on the City unless and until it has been approved as to form by the City Attorney's Office and executed by the City Manager or designee.

3.25. Disputes

In the case of any doubt or difference of opinion with regard to the items to be furnished by a Proposer or the interpretation of the provisions of this RFP, the decisions of the City shall be final and binding upon all parties.

3.26. Right to Publish

Throughout the duration of the procurement process and resulting Contract term, Proposer must secure from the City written approval prior to the release of any information that pertains to the potential work or activities covered by the RFP or the resulting Contract. Failure to adhere to this requirement may result in disqualification of the Proposer's proposal or termination of the Contract.

3.27. Proposer's Ethical Behavior

By submission of its proposal, the Proposer promises that Proposer's officers, employees, and agents will not attempt to lobby or influence a vote or recommendation related to the Proposer's proposal submitted in response to this RFP, directly or indirectly, through any contact with City Council members or other City officials between the date this RFP is released to the public and the date a contract is executed by the City Manager or designee. Such behavior will be cause for rejection of the Proposer's proposal at the discretion of the City

Manager or designee. **Please complete and sign the Ethical Behavior form and return it with your proposal.**

3.28. Quantities

Any quantities that may be described herein are estimates and do not obligate the City to order or accept more than the City's actual requirements during the term of any Contract, nor do the estimates limit the City to ordering less than its actual needs during the term of any Contract, subject to availability of appropriated funds.

3.29. Use of Subcontractors

The Proposer may use subcontractors in connection with the work performed if awarded a contract.

3.30. Protest Procedure

- A. These procurement protest procedures are applicable to procurement of goods or services by the City of Corpus Christi including where federal funds are used in whole or in part. These protest procedures are also made applicable to recipients awarded a grant of federal funds through the City of Corpus Christi who intend to provide such funds to subrecipients pursuant to an approved plan, project or activity. This protest process does not create any due process rights, but is intended to allow bidders/Proposers to raise concerns regarding actions taken pertaining to a bid or other form of competitive solicitation.
- B. The City's Procurement Division Management has the authority to settle or resolve any claim of an alleged deficiency or protest. The procedures for notifying the City of Corpus Christi of an alleged deficiency or filing a protest are listed below. If you fail to comply with any of these requirements, the Procurement Officer may dismiss your complaint or protest.
- C. **GROUNDS FOR PROTEST**
Only protests alleging an issue concerning the following subjects will be considered:
1. Violation of local, state or federal regulation.
 2. Issues with the solicitation document that creates an unfair advantage or unlevelled playing field.
 3. Errors in computing the tabulation or evaluation of a bid or proposal.
 4. Discrepancies with material differences or quality of items or services.

D. **PROTEST PROCESS**

1. **Prior to Proposal Due Date:** If you are a prospective Proposer and you become aware of the facts regarding what you believe is a deficiency in the solicitation or solicitation process before the Due Date for receipt of proposals, you must notify the City in writing of the alleged deficiency no later than five days before the Due Date for proposals, giving the City an opportunity to resolve the situation prior to the proposal Due Date.
2. **After Proposal Due Date:** If you submit a proposal to the City and you believe that there has been a deficiency in the solicitation process or the award, you have the opportunity to protest the solicitation process or the recommended award as follows:
 - a. You must file written notice of your intent to protest within five calendar days of the date that you know or should have known of the facts relating to the protest. If you do not file a written notice of intent within this time, you have waived all rights to protest the solicitation process or the award.
 - b. You must file your written protest within seven calendar days of the date that you notified the City of your intent to protest.
 - c. You must submit your protest in writing and must include the following information:
 - i. your name, address, telephone, and fax number; and
 - ii. the solicitation number; and
 - iii. a detailed statement of the factual grounds for the protest, including copies of any relevant documents; and
 - iv. signature of the protestor and its representative and evidence of authority to sign; and
 - v. the form of relief requested.
 - d. Your protest must be concise and presented logically and factually to help with the City's review.
 - e. When the City receives a timely written protest, the Procurement Officer will determine whether the grounds for your protest are sufficient. If the Procurement Officer decides that the grounds are sufficient, the Procurement Division will schedule a protest hearing, usually within five (5) working days. If

the Procurement Officer determines that your grounds are insufficient, the City will notify you of that decision in writing.

3. **Informal Protest Hearing** - The protest hearing is informal and is not subject to the Open Meetings Act. The purpose of the hearing is to give you a chance to present your case, it is not an adversarial proceeding. Those who may attend from the City are: representatives from the department that requested the purchase, the Legal Department, the Procurement Division, and other appropriate City staff. You may bring a representative or anyone else that will present information to support the factual grounds for your protest with you to the hearing.
4. **Protest Decision** – A written decision will usually be made within 15 calendar days after the hearing. The City will send you a copy of the hearing decision after the appropriate City staff has reviewed the decision.
5. **Exceptions; Restrictions** – When a protest is filed, the City usually will not make an award until a decision on the protest is made. However, the City will not delay an award if the City Manager or the Procurement Officer determines that:

- a. the City urgently requires the supplies or services to be purchased, or
- b. failure to make an award promptly will unduly delay delivery or performance.

In those instances, the City will notify you and make every effort to resolve your protest before the award.

6. **Federal Agency Review** – Every protestor must exhaust all administrative remedies with the City of Corpus Christi as are provided in this Protest Procedure before pursuing a protest to the appropriate federal agency. Reviews of protests by the federal agency are limited to:
 - a. violations of federal law or regulations and the standards set out in the relevant regulations (44 CFR § 13.36.10, 24 CFR § 85.36(b)(12), 24 CFR § 84.41 or as otherwise may be applicable); and
 - b. violations of the City's Protest Procedures for failure to review a complaint or protest.

Any protests received by the federal agency other than those specified above will be referred to the City for handling and resolution.

3.31. Insurance Requirements

I. LESSEE'S LIABILITY INSURANCE

- A. Lessee must not commence work under this agreement until all insurance required has been obtained and such insurance has been approved by the City. Lessee must not allow any subcontractor to commence work until all similar insurance required of any subcontractor has been obtained.
- B. Lessee must furnish to the City's Risk Manager and Contract Administer one (1) copy of Certificates of Insurance (COI) with applicable policy endorsements showing the following minimum coverage by an insurance company(s) acceptable to the City's Risk Manager. The City must be listed as an additional insured on the General liability and Auto Liability policies **by endorsement**, and a waiver of subrogation is required on all applicable policies. **Endorsements** must be provided with COI. Project name and or number must be listed in Description Box of COI.

TYPE OF INSURANCE	MINIMUM INSURANCE COVERAGE
Commercial General Liability including: 1. Commercial Broad Form 2. Premises – Operations 3. Products/ Completed Operations 4. Contractual Liability 5. Independent Contractors 6. Underground Hazard 7. Personal Injury- Advertising Injury	\$1,000,000 Per Occurrence \$1,000,000 Aggregate
PERSONAL PROPERTY INSURANCE	Lessee shall be responsible to insure/self-insure all personal property on the job site whether owned, leased, or rented.
<p>Lessee's Contractors Lessee shall require and verify that all Lessee's contractors maintain insurance meeting all the requirements stated herein, and Lessee shall ensure that City is an additional insured on insurance required from Lessee's contractors. For CGL coverage subcontractors shall provide coverage with a format at least as broad as CG 20 38 04 13.</p>	

- C. In the event of accidents of any kind related to this agreement, Lessee must furnish the Risk Manager with copies of all reports of any accidents within 10 days of the accident.

II. ADDITIONAL REQUIREMENTS

- A. Applicable for paid employees, Lessee must obtain workers' compensation coverage through a licensed insurance company. The coverage must be written on a policy and endorsements approved by the Texas Department of Insurance. The workers' compensation coverage provided must be in an amount sufficient to assure that all workers' compensation obligations incurred by the Lessee will be promptly met.
- B. Lessee shall obtain and maintain in full force and effect for the duration of this Contract, and any extension hereof, at Lessee's sole expense, insurance coverage written on an occurrence basis, by companies authorized and admitted to do business in the State of Texas and with an A.M. Best's rating of no less than A- VII.
- C. Lessee shall be required to submit a copy of the replacement certificate of insurance to City at the address provided below within 10 days of the requested change. Lessee shall pay any costs incurred resulting from said changes. All notices under this Article shall be given to City at the following address:

City of Corpus Christi
Attn: Risk Manager
P.O. Box 9277
Corpus Christi, TX 78469-9277

- D. **Lessee agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following required provisions:**
- List the City and its officers, officials, employees, volunteers, and elected representatives as additional insured by endorsement, as respects operations, completed operation and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation policy;
 - Provide for an endorsement that the "other insurance" clause shall not apply to the City of Corpus Christi where the City is an additional insured shown on the policy;
 - Workers' compensation and employers' liability policies will provide a waiver of subrogation in favor of the City; and

- Provide 30 calendar days advance written notice directly to City of any, cancellation, non-renewal, material change or termination in coverage and not less than 10 calendar days advance written notice for nonpayment of premium.
- E. Within 5 calendar days of a cancellation, non-renewal, material change or termination of coverage, Lessee shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Lessee's performance should there be a lapse in coverage at any time during this contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this contract.
- F. In addition to any other remedies the City may have upon Lessee's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Lessee to remove the exhibit hereunder, and/or withhold any payment(s) if any, which become due to Lessee hereunder until Lessee demonstrates compliance with the requirements hereof.
- G. Nothing herein contained shall be construed as limiting in any way the extent to which Lessee may be held responsible for payments of damages to persons or property resulting from Lessee's or its subcontractor's performance of the work covered under this agreement.
- H. It is agreed that Lessee's insurance shall be deemed primary and non-contributory with respect to any insurance or self insurance carried by the City of Corpus Christi for liability arising out of operations under this agreement.
- I. It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this agreement.

2022 Insurance Requirements Exhibit

Landfill Gas-To-Energy Project - Cefe Valenzuela

1/28/2022 Risk Management – Legal Dept.

Version 2; Authored and Authorized by the City Attorney and Assistant City Attorney

Note: This Exhibit applies to the lease agreement only, and does not apply to the operations. A separate review of insurance requirements and separate Exhibit will be required for the pending operations.

Section 4 - Scope of Project

4.1. Description of Landfill

The Landfill is a Type I municipal solid waste (MSW) Landfill operating under MSW Permit No. 2269 issued by the Texas Commission on Environmental Quality (TCEQ). The facility first began operations in 2007. The Landfill has a total permitted airspace of approximately 130,495,000 cubic yards (67 million tons). To date, the Landfill has accepted approximately 1,110,187 cubic yards (5.7 million tons) of MSW waste. The Landfill has exceeded the 50 megagram per year (Mg/yr.) threshold for nonmethane organic compound (NMOC) emissions pursuant to the New Source Performance Standards for MSW Landfills (NSPS) under Title 40 of the Code of Federal Regulations (40 CFR), Part 60, Subpart WWW. The Landfill began operating under the NSPS Regulations in 2018. The Landfill is in compliance with TCEQ requirements for methane migration control. Methane concentrations at the perimeter LFG monitoring probe network are less than the TCEQ compliance threshold of 5 percent methane, by volume in air.

4.1.1. Primacy of Landfill Operations

The Proposer shall conduct all of its operations so as not to interfere with the Landfill operations and not to interfere with the Landfill's ability to comply with its permits or with applicable state or federal laws or regulations.

4.1.2. Existing and Future LFG Facilities

The Landfill presently is equipped with an active GCCS. The location for the GCCS components is depicted in Figure 1 – Existing Site Plan, in 4.3.1 Existing Site Layout – Unit #1. The Proposer will be provided with a sales point parallel to the blower skid. The City currently flares LFG collected by the existing GCCS. Making necessary revisions to the existing GCCS collection system to establish an LFG diversion point from the flare to the proposed LFGTE Facility, at a location acceptable to the City, shall be the responsibility of the Proposer. The City/Proposer Responsibilities are outlined in detail in 4.3.2 City / Proposer Responsibilities.

4.1.3. GCCS Operations and Maintenance

The City is open to discussions of the Proposer managing the Operation and Maintenance of the GCCS. If the Proposer manages the operations, the operations will be performed in a good and workmanlike manner and consistent with industry practices. The Proposer will be responsible for maintaining -6- inches W.C. of any given extraction well of the GGCS given that O2 levels in LFG extracted are kept under acceptable levels. The City shall not be held

responsible for the repair or replacement of the Contactor's equipment should the equipment become damaged or destroyed. Should non-useable LFG be collected or should the quantities of LFG extracted from the Landfill fall outside the range needed for Project operation, the Proposer shall divert excess LFG to the City's LFG flare, in compliance with applicable regulations.

The Proposer will be required to purchase all useable collected LFG, as defined in the Agreement, regardless if flared or used for beneficial use. The existing flare has a capacity of 4000 standard cubic feet per minute (scfm). The Proposer shall be responsible for providing flare capacity above the capacity of the existing flare if, during the contract period, the Proposer flares LFG that is outside of the existing flare's capacity. The Proposer shall also be responsible for including an additional flare as part of their facility if they deem necessary for their operations to prevent unused (or unspec or waste gas) LFG releases from their operation.

4.1.4. LFG Resource

Waste Acceptance Data includes a conceptual mathematical model estimate of the LFG generation from the Landfill. The model was generated using the site's waste acceptance data which is also included in 4.3.3 Waste Acceptance Data. The projected generation in 2021 is 1115 scfm. The average flow rate for 2020 was 1050 scfm. The City and its employees will not contractually guarantee, nor will any of its agents, advisors, or consultants, either implied or explicitly, that the quantities of LFG generated by the model in fact represent the quantities of LFG physically extracted from the Landfill. Before submitting a proposal, each Proposer may, at its own expense, request to make any additional examinations, investigations, tests or studies and obtain additional information and data which may affect cost, progress, performance or delivery of the project described in this RFP and which the Proposer deems necessary to prepare the proposal for performing and furnishing the project described in this RFP in accordance with time, price and other terms and conditions of the Agreement. The City will grant all such requests that it deems reasonable. All results from additional examinations, investigations, tests, or studies shall be marked 'CONFIDENTIAL' and shared with the City; these results will not be shared with any other Proposer.

4.1.5. Laboratory Analyses of LFG Samples

Proposer shall notify the City in writing of their interest in obtaining gas sample(s) for analysis. The Proposer shall be responsible for providing suitable containers, collecting the samples and any shipping, hauling and analysis costs. The City and its employees, agents, advisors, or consultants do not contractually guarantee that any collected sample is representative of long-term, Landfill gas production conditions or otherwise represent the quality of LFG. The Proposer shall coordinate with the City at least three (3) workdays before visiting the Landfill to collect LFG sample(s). LFG sample collection efforts by the Proposer shall not damage or

otherwise impair the existing GCCS. All results from LFG examinations, investigations, tests, or studies by Proposer shall be marked 'CONFIDENTIAL' and shared with the City; these results will not be shared with any other Proposer.

4.2. Scope of Work

4.2.1. Project Design, Build, Own, and Operate Service Description

The following is a description of the requested Project. Generally, the Proposer will be responsible for the delivery of the following services:

- Design, permit, construct, operate and maintain the LFGTE Facility.
- Receive LFG from the Landfill under a LFG Purchase Price Schedule established with the City; process the extracted LFG for sale as either direct medium-BTU gas sales, direct high-BTU gas sales, onsite electrical generation for sale to an electrical utility, or other option presented by the Proposer and accepted by the City in accordance with all applicable local, state, and federal regulations for the term of the Agreement; negotiate sales agreements; permit, design, construct, finance, own, and operate and maintain the required LFGTE Facilities and provide all other required LFGTE management services as described in this RFP and the Agreements; be responsible for all Project operations, including the disposal of any by-products generated through the delivery of the Agreements. Itemized responsibilities for the Proposer and the City, which will be finalized as part of the finalized Agreement, are included in Appendix B.
- Purchase LFG from the City at a predetermined price on an energy unit basis per MMBTU. The MMBTUs will be determined by either a mutually acceptable BTU meter or by calculation using LFG flow into the facility and the corresponding methane concentration as determined by a mutually acceptable flow meter and methane analysis.

4.2.2. Site Access and Restrictions

The Proposer's access to the site will be made through the main entrance to the Landfill. The Landfill is authorized to accept waste Monday through Saturday between 6:00 AM and 7:00 PM. Normal operating hours for waste acceptance from the public are between 6:00 AM and 6:00 PM Monday through Friday and between 6:00 AM and 6:00 PM Saturday. Acceptable work hours for the Proposer are between 6:00 AM and 6:00 PM Sunday through Saturday. The Proposer shall coordinate and make special arrangements with the City should it wish to start or complete its workday before or after 6:00AM and 6:00PM Sunday-Saturday.

4.2.3. Property Lease

The Project facilities will be located on a parcel of land estimated to be approximately 1.5 acres or less leased from the City within the boundaries of

the Landfill. The Proposer will lease this property from the City under a "Property Lease" agreed upon and included as part of the Agreement. The City expects that access to the Project facilities will be via the Landfill's main entrance/access road. The Proposer shall describe the access, size and/or location of land that their proposed facility will require.

4.2.4. Project Facilities Interface

Point of sale will be made at the meter/monitoring manifold located upstream of the LFGTE Facility equipment and parallel to the control flare. The Proposer may be responsible for maintaining -6- inches Water Column on the wellfield as measured by the Pressure Instrument Transducer (PIT) located at the inlet to the control flare. The City blowers will remain off during normal operations of the LFGTE Facility. The proposer must ensure that if the vacuum to the field were to drop off, the City's own flare facility blower would start and begin flaring LFG through the flare. The Proposer will pay the City for all LFG collected regardless if flared or for beneficial use.

4.2.5. Energy Facility Waste Gas

The Proposer is responsible for flaring all waste gas generated by the LFGTE Facility. The City Flare is NOT to be used to combust any waste gas from the LFGTE Facility.

4.2.6. Energy Quality

It is the sole responsibility of the Proposer to ensure that the quality of the medium-BTU fuel, high-BTU fuel, or generated power produced by the Project will meet the requirements of the industrial user, pipeline company, or electrical utility, respectively.

4.2.7. Energy Quantity

The minimum and maximum quantity of medium-BTU or high-BTU fuel produced by the LFGTE Facility will be based on the available quantities of useable LFG from the Landfill extracted in accordance with the contract. Should more useable LFG be extracted from the Landfill than what is accepted by the industrial user or pipeline company, the Proposer shall either flare the excess LFG or sell the excess gas to one or more additional purchasers.

The City flare will incinerate LFG onsite in the event that: (1) excess LFG is collected by the LFGTE Facility, or (2) should the LFG extracted from the Landfill become non-useable LFG for purposes of LFGTE Facility operation. The Proposer shall be responsible for the design and construction of any and all necessary delivery lines to the LFG flare for diverting any excess or

unusable LFG (other than waste gas). The Proposer will pay the City for all LFG collected regardless if flared or used for beneficial use. In no event shall excess LFG or waste gas be vented without being flared. The Proposer shall be responsible for providing flare capacity for collected LFG exceeding 4000 scfm.

4.2.8. Storage Requirements

The Project is not to include any storage facilities for storing either extracted LFG or processed fuel.

4.2.9. Distribution Facilities

The Proposer shall be solely responsible for the design, construction, and operation of all facilities necessary to deliver: (1) medium-BTU fuel to the industrial user's facility location, (2) high-BTU fuel to the industrial user's facility location, (3) generated power through an onsite electrical interconnect into the utility electrical grid, or (4) other scenario, if approved.

The facilities shall be operated in a safe, secure, effective, and efficient manner, and shall be in full compliance with all applicable laws, permits, rules and regulations including but not limited to all federal and state health laws, Occupational Safety and Health Administration (OSHA) regulations, and EPA and TCEQ Regulations. The facilities will be designed and operated to be secure from hazards such as explosions, leaks and all other dangers to human health and the environment.

4.2.10. Permits

The Proposer shall be solely responsible for acquiring all required permits and complying with all local, regional, state, and federal requirements for all design, construction and operation activities related to the Project. If a modification to the existing Landfill permit is required, all regulatory coordination for permit updates shall be the responsibility of the City and any proposed change by the Proposer shall be approved by the City.

4.2.11. Electricity

The Proposer shall, as part of the Project, be responsible for the installation of all additional electrical facilities needed for Project operations. As necessary, the Proposer shall work with the local electrical provider in securing electrical service. The Proposer shall bear all costs associated with securing electricity at the site as well as the cost of electricity for facility operations. Should the Proposer be approved for onsite electrical generation, it will be up to the Proposer to determine if power generated by the LFGTE Facility will be used

for parasitic needs, or if offsite power will be purchased for facility operations, or a combination of both.

4.2.12. Potable Water Supply

The Proposer may provide and maintain their own connection to the existing potable water supply at their own expense. Should any state or local code or other regulatory requirements stipulate the need for a fire suppression sprinkler system within the LFGTE Facility, the Proposer shall be responsible for verifying, installing and maintaining the appropriate size water main and meter to handle the required flow rates and pressures for the fire suppression system.

4.2.13. Sewage and Condensate

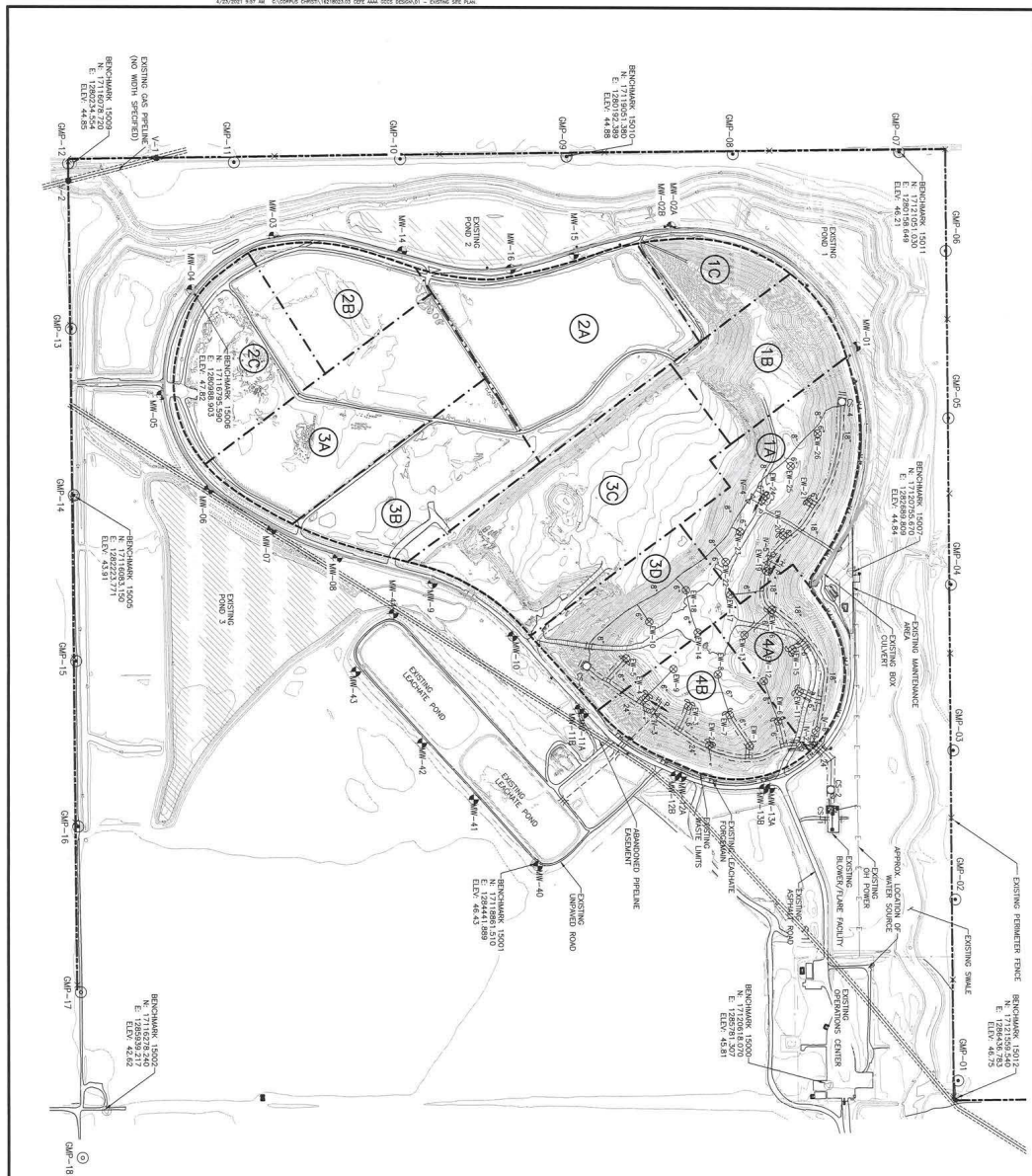
The parcel which is available for lease to the Proposer is not equipped with any sewer connection or septic system. It will be the responsibility of the Proposer to pay for, install and maintain any sewage and condensate disposal related infrastructure that will be necessary. It will be incumbent upon the Proposer to obtain and comply with any permits required by law for such activity. The Proposer shall be responsible for all disposal fees, monitoring, and pretreatment costs, as applicable.

4.2.14. Telecommunications

The Proposer shall be responsible for securing all telephone and other voice/data telecommunications infrastructure and services for the Project.

4.3. Work Site and Conditions

4.3.1. Existing Site Layout – Unit #1



NOTES:

1. TOPOGRAPHIC MAPS AND COMPILED DATA PHOTOGRAPHICALLY REPRODUCED FROM THE TEXAS ARCHIVE SERVICE. ALL DATA IS UNCORRECTED AND NOT TO BE USED FOR DESIGN PURPOSES. THE USER SHALL BE RESPONSIBLE FOR VERIFYING THE ACCURACY OF ALL DATA. DATUM IS LOCAL LANDSAT DATUM.

LEGEND:

- PREMISE BOUNDARY
- PERMITTED LIMITS OF WASTE
- EXISTING CONTOURS
- EXISTING CELL BOUNDARY
- CELL NUMBER
- EXISTING LIQUID MONITORING WELL
- WM-11 EXISTING GROUNDWATER MONITORING WELL
- U-1 EXISTING UTILITY TRENCH
- UTILITY TRENCH (W/ EASEMENT AS NOTED)
- EXISTING FENCE
- EXISTING OR POWER LINE AND POLE
- EXISTING OR POWER LINE AND POLE
- BENCHMARK
- EXISTING LFG MONITORING POINT
- EXISTING LFG COLLECTION PIPING
- EXISTING LFG EXHAUSTION PIPING
- EXISTING AIR SUPPLY LINE
- EXISTING LFG EXTRACTION WELL
- EXISTING COMPENSATE SLUMP
- EXISTING LFG ISOLATION VALVE
- EXISTING BLIND FLANGE
- EXISTING COMPENSATE FORECASK/AIR SPRAY LINE ISOLATION VALVE
- EXISTING RIPI POINT
- EXISTING END CAP
- EXISTING ROAD CROSSING

<p>SCS ENGINEERS STEVENSON, CONRAD AND SCHMIDT CONSULTING ENGINEERS 501 CENTRAL DRIVE SUITE 888 BECKSBORO, TX 76021 PH: (817) 571-2288 FAX NO. (817) 571-2188</p>	CLIENT	CITY OF CORPUS CHRISTI SOLID WASTE SERVICES 2525 HYGIEA CORPUS CHRISTI, TEXAS 78415	DRAWING TITLE	EXISTING GCCS LAYOUT
	DATE	04/2021	PROJECT TITLE	LANDFILL GAS COLLECTION AND CONTROL SYSTEM DESIGN PLAN
SCALE	AS SHOWN	DATE	REV	DESCRIPTION
DRAWING NO.	1			

FOR PERMITTING PURPOSES ONLY

DAVID J. METZGAR
REGISTERED PROFESSIONAL ENGINEER
NO. 113921
1/19/21

TEXAS BOARD OF PROFESSIONAL ENGINEERS REG. NO. F-3407

4.3.2. City/Proposer Responsibilities

TASK LIST	PHYSICAL RESPONSIBILITIES		FINANCIAL RESPONSIBILITIES	
	CITY	CONTRACTOR	CITY	CONTRACTOR
Gas Collection System Installations, Operation & Maintenance				
Providing vacuum to the wellfield	X		X	
Monitoring wellfield	X		X	
Extraction Wells – installation, operation, maintenance and monitoring	X		X	
Horizontal collectors – installation, operation, maintenance and monitoring	X		X	
LFG Piping – installation, operation, maintenance, and monitoring	X		X	
LFG Valves – installation, operation, maintenance, and monitoring	X		X	
Condensate Sump/Pumps – installation, operation, maintenance and monitoring	X		X	
Airline piping – installation, operation, maintenance, and monitoring	X		X	
Condensate force main piping – installation, operation, maintenance and monitoring	X		X	
Electrical conduit – installation, operation, maintenance and monitoring	X		X	
Maintenance of monitoring instruments (owned by developer)		X		X
Perimeter LFG Probes				
Quarterly LFG probe Monitoring	X		X	
Maintain Records of probe readings	X		X	
Submittal of Probe Reports to State	X		X	
Maintenance/repair of probes (to be determined based on need)	X		X	
Regulatory Issues				
NSPS surface emission monitoring (includes remonitoring)	X		X	
NSPS wellhead monitoring (includes remonitoring)		X		X
Startup, Shutdown, & Malfunction (SSM) recordkeeping/reporting		X		X
Maintain records of well		X		X
General Landfill cover maintenance	X		X	
Emission Fees (flare)	X		X	
Emission Fees (Landfill)	X		X	
Emission Fees (energy)		X		X
Recordkeeping (flare data)		X		X
Recordkeeping (energy data)		X		X
Compliance Investigation	X		X	
Groundwater remediation due to LFG impacts – coordination with state	X		X	
Groundwater remediation due to LFG impacts		X		X
Probe remediation due to LFG migration– coordination with state	X		X	
Probe remediation due to LFG migration		X		X
Odor remediation related to LFG – coordination with state	X		X	
Odor remediation related to LFG		X		X
Subsurface combustion related to LFG system – coordination with state	X		X	
Subsurface combustion related to LFG system		X		X
Monthly GHG methane readings (flare)		X		X
Monthly GHG methane readings (energy)		X		X
Reporting				
Semi-annual NSPS Report to State Authority (Landfill)	X		X	
Semi-annual NSPS Report to State Authority (energy)		X		X
Semi-annual Title V Report to State Authority – Landfill permit (Landfill)	X		X	
Semi-annual Title V Report to State Authority – Landfill permit (energy)		X		X
Semi Annual SSM report to State Authority (Landfill)	X		X	
Semi Annual SSM report to State Authority (energy)		X		X
	CITY	CONTRACTOR	CITY	CONTRACTOR
Reporting (continued)				
Emission Inventory report for Landfill/flare to State Authority	X		X	
Emission Inventory report for energy facility to State Authority		X		X
Annual GHG Reporting to EPA (Landfill)	X		X	

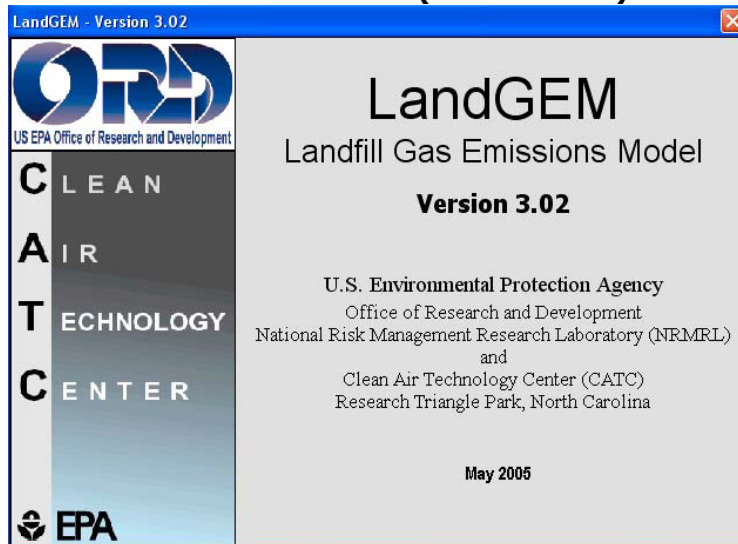
Annual GHG Reporting to EPA (energy)		X		X
TCEQ MSW Annual Report (Landfill)	X		X	
TCEQ MSW Annual Report (energy)		X		X
Flare and Blower System (Owned by the City)				
Blower and flare system maintenance	X		X	
Blower and flare system operation	X		X	
General record keeping maintained on site	X		X	
Propane	X		X	
Calibration gas	X		X	
Calibrating flare flow meter	X		X	
Spare parts for inventory (flare system)	X		X	
Air Compressor	X		X	
Nitrogen bottle	X		X	
Blower and flare system repairs	X		X	
Flare visible emission observations	X		X	
Flare and Blower System (Owned by Developer)				
Blower and flare system maintenance		X		X
Blower and flare system operation		X		X
General record keeping maintained on site		X		X
Propane		X		X
Calibration gas		X		X
Calibrating flare flow meter		X		X
Spare parts for inventory (flare system)		X		X
Air Compressor		X		X
Nitrogen bottle		X		X
Blower and flare system repairs		X		X
Flare visible emission observations		X		X
Grounds Maintenance-Well Field				
Mowing of well field	X		X	
General Landfill cover maintenance	X		X	
Weed whipping for access (wells, probes, valves)	X		X	
Probe bollard repairs	X		X	
Upkeep of leased area		X		X
GCCS Repairs				
Piping repairs due to Landfill equipment or personnel (includes cover material)		X		X
Piping repairs not caused by Landfill equipment or personnel (includes cover material)		X		X
Subsurface well repairs		X		X
Condensate sump repairs		X		X
GCCS expansions in the Landfill (construction, engineering, permitting)		X		X
GCCS expansions (CQA)- As applicable/if needed	X		X	
Condensate Disposal				
Force main connection to existing sewer connection (future) (TBD)				
Condensate disposal (field sumps)		X		X
Condensate disposal (energy facility equipment)		X		X
Meters				
Sales Flow Meter		X		X
Calibrating Sales Flow Meter		X		X
Methane/BTU Analyzer		X		X
Calibrating Methane/BTU Analyzer		X		X
	CITY	CONTRACTOR	CITY	CONTRACTOR
Meters (continued)				
Data Recorder (Flow and Methane/BTU)		X		X
Pitot Tube		X		X
Monitoring Port		X		X

4.3.3. Waste Acceptance Data

YEAR	ANNUAL TONNAGE	CUMULATIVE TONNAGE
2008	359,561	359,561
2009	424,132	783,693
2010	441,653	1,225,346
2011	468,556	1,693,902
2012	443,424	2,137,326
2013	423,523	2,560,849
2014	416,563	2,977,412
2015	421,943	3,399,355
2016	429,862	3,829,217
2017	476,850	4,306,067
2018	550,906	4,856,973
2019	443,418	5,300,391
2020	433,199	5,733,590

4.3.4. ANALYTICAL REPORTS

LANDGEM MODEL OUTPUT (UNIT 1 ONLY)



Summary Report

Landfill Name or Identifier: Cefe GCCS Design Plan, Unit 1 Only

Date: Tuesday, January 05, 2016

Description/Comments:

About LandGEM:

$$Q_{CH_4} = \sum_{i=1}^n \sum_{j=0.1}^1 kL_o \left(\frac{M_i}{10} \right) e^{-kt_{ij}}$$

First-Order Decomposition Rate Equation:

Where,

Q_{CH_4} = annual methane generation in the year of the calculation ($m^3/year$) j = 0.1-year time increment

i = 1-year time increment year (Mg)

M_i = mass of waste accepted in the i th year

n = (year of the calculation) - (initial year of waste acceptance) waste mass M_i accepted in the i th year 3.2 years)

t_{ij} = age of the j th section of (decimal years, e.g.,

L_o = potential methane generation capacity (m^3/Mg) (year⁻¹)

k = methane generation rate

LandGEM is based on a first-order decomposition rate equation for quantifying emissions from the decomposition of Landfilled waste in municipal solid waste (MSW) Landfills. The software provides a relatively simple approach to estimating Landfill gas emissions. Model defaults are based on empirical data from U.S. Landfills. Field test data can also be used in place of model defaults when available. Further guidance on EPA test methods, Clean Air Act (CAA) regulations, and other guidance regarding Landfill gas emissions and control technology requirements can be found at <http://www.epa.gov/ttnatw01/Landfill/landflpg.html>.

Input Review

LANDFILL CHARACTERISTICS

Landfill Open Year	2007
Landfill Closure Year (with 80-year limit)	2042
Actual Closure Year (without limit)	2042
Have Model Calculate Closure Year?	No
Waste Design Capacity	short tons

MODEL PARAMETERS

Methane Generation Rate, k	0.040 year ⁻¹
Potential Methane Generation Capacity, L_o	100 m^3/Mg
NMOC Concentration	790 ppmv as hexane
Methane Content	50 % by volume

GASES / POLLUTANTS SELECTED

Gas / Pollutant #1:	Total Landfill gas
Gas / Pollutant #2:	Methane
Gas / Pollutant #3:	Carbon dioxide
Gas / Pollutant #4:	NMOC

WASTE ACCEPTANCE RATES

Year	Waste Accepted		Waste-In-Place	
	(Mg/year)	(short tons/year)	(Mg)	(short tons)
2007	80,195	88,215	0	0
2008	374,859	412,345	80,195	88,215
2009	385,965	424,562	455,055	500,560
2010	423,828	466,211	841,020	925,122
2011	398,162	437,978	1,264,848	1,391,333
2012	396,393	436,033	1,663,010	1,829,311
2013	388,268	427,095	2,059,403	2,265,343
2014	374,845	412,329	2,447,671	2,692,438
2015	392,280	431,508	2,822,516	3,104,768
2016	395,222	434,744	3,214,796	3,536,276
2017	398,186	438,005	3,610,018	3,971,020
2018	401,173	441,290	4,008,204	4,409,025
2019	404,181	444,600	4,409,377	4,850,315
2020	407,213	447,934	4,813,558	5,294,914
2021	410,267	451,294	5,220,771	5,742,848
2022	413,344	454,678	5,631,038	6,194,142
2023	416,444	458,088	6,044,382	6,648,820
2024	419,567	461,524	6,460,826	7,106,909
2025	422,714	464,985	6,880,393	7,568,433
2026	425,884	468,473	7,303,108	8,033,418
2027	429,079	471,986	7,728,992	8,501,891
2028	432,297	475,526	8,158,071	8,973,878
2029	435,539	479,093	8,590,367	9,449,404
2030	438,805	482,686	9,025,906	9,928,497
2031	442,096	486,306	9,464,712	10,411,183
2032	445,412	489,953	9,906,808	10,897,489
2033	448,753	493,628	10,352,220	11,387,442
2034	452,118	497,330	10,800,973	11,881,070
2035	455,509	501,060	11,253,091	12,378,401
2036	458,926	504,818	11,708,601	12,879,461
2037	462,368	508,604	12,167,526	13,384,279
2038	465,835	512,419	12,629,894	13,892,883
2039	469,329	516,262	13,095,729	14,405,302
2040	472,849	520,134	13,565,058	14,921,564
2041	476,395	524,035	14,037,907	15,441,698
2042	0	0	14,514,303	15,965,733
2043	0	0	14,514,303	15,965,733
2044	0	0	14,514,303	15,965,733
2045	0	0	14,514,303	15,965,733
2046	0	0	14,514,303	15,965,733

RESULTS

Year	Total Landfill gas			Methane		
	(Mg/year)	(m ³ /year)	(av ft ³ /min)	(Mg/year)	(m ³ /year)	(av ft ³ /min)
2007	0	0	0	0	0	0
2008	7.870E+02	6.302E+05	4.234E+01	2.102E+02	3.151E+05	2.117E+01
2009	4.435E+03	3.551E+06	2.386E+02	1.185E+03	1.776E+06	1.193E+02
2010	8.048E+03	6.445E+06	4.330E+02	2.150E+03	3.222E+06	2.165E+02
2011	1.189E+04	9.522E+06	6.398E+02	3.176E+03	4.761E+06	3.199E+02
2012	1.533E+04	1.228E+07	8.249E+02	4.095E+03	6.139E+06	4.125E+02
2013	1.862E+04	1.491E+07	1.002E+03	4.974E+03	7.455E+06	5.009E+02
2014	2.170E+04	1.738E+07	1.168E+03	5.797E+03	8.689E+06	5.838E+02
2015	2.453E+04	1.964E+07	1.320E+03	6.552E+03	9.821E+06	6.598E+02
2016	2.742E+04	2.195E+07	1.475E+03	7.323E+03	1.098E+07	7.375E+02
2017	3.022E+04	2.420E+07	1.626E+03	8.072E+03	1.210E+07	8.129E+02
2018	3.294E+04	2.638E+07	1.772E+03	8.799E+03	1.319E+07	8.862E+02
2019	3.559E+04	2.850E+07	1.915E+03	9.506E+03	1.425E+07	9.573E+02
2020	3.816E+04	3.056E+07	2.053E+03	1.019E+04	1.528E+07	1.026E+03

2021	4.066E+04	3.256E+07	2.187E+03	1.086E+04	1.628E+07	1.094E+03
2022	4.309E+04	3.450E+07	2.318E+03	1.151E+04	1.725E+07	1.159E+03
2023	4.546E+04	3.640E+07	2.446E+03	1.214E+04	1.820E+07	1.223E+03
2024	4.776E+04	3.824E+07	2.570E+03	1.276E+04	1.912E+07	1.285E+03
2025	5.000E+04	4.004E+07	2.690E+03	1.336E+04	2.002E+07	1.345E+03
2026	5.219E+04	4.179E+07	2.808E+03	1.394E+04	2.090E+07	1.404E+03
2027	5.432E+04	4.350E+07	2.923E+03	1.451E+04	2.175E+07	1.461E+03
2028	5.641E+04	4.517E+07	3.035E+03	1.507E+04	2.258E+07	1.517E+03
2029	5.844E+04	4.679E+07	3.144E+03	1.561E+04	2.340E+07	1.572E+03
2030	6.042E+04	4.838E+07	3.251E+03	1.614E+04	2.419E+07	1.625E+03
2031	6.236E+04	4.993E+07	3.355E+03	1.666E+04	2.497E+07	1.677E+03
2032	6.425E+04	5.145E+07	3.457E+03	1.716E+04	2.572E+07	1.728E+03
2033	6.610E+04	5.293E+07	3.556E+03	1.766E+04	2.647E+07	1.778E+03
2034	6.791E+04	5.438E+07	3.654E+03	1.814E+04	2.719E+07	1.827E+03
2035	6.969E+04	5.580E+07	3.749E+03	1.861E+04	2.790E+07	1.875E+03
2036	7.142E+04	5.719E+07	3.843E+03	1.908E+04	2.860E+07	1.921E+03
2037	7.313E+04	5.856E+07	3.934E+03	1.953E+04	2.928E+07	1.967E+03
2038	7.480E+04	5.989E+07	4.024E+03	1.998E+04	2.995E+07	2.012E+03
2039	7.643E+04	6.121E+07	4.112E+03	2.042E+04	3.060E+07	2.056E+03
2040	7.804E+04	6.249E+07	4.199E+03	2.085E+04	3.125E+07	2.099E+03
2041	7.962E+04	6.376E+07	4.284E+03	2.127E+04	3.188E+07	2.142E+03
2042	8.118E+04	6.500E+07	4.367E+03	2.168E+04	3.250E+07	2.184E+03
2043	7.799E+04	6.245E+07	4.196E+03	2.083E+04	3.123E+07	2.098E+03
2044	7.493E+04	6.000E+07	4.032E+03	2.002E+04	3.000E+07	2.016E+03
2045	7.200E+04	5.765E+07	3.874E+03	1.923E+04	2.883E+07	1.937E+03
2046	6.917E+04	5.539E+07	3.722E+03	1.848E+04	2.770E+07	1.861E+03

4.4. Special Instructions

4.4.1. Technical Approach

4.4.1.1. Project Facilities General Description and Drawings

The following sub-sections of the proposal must present the technical aspects of the Proposer plan to permit, design, construct, operate and maintain the proposed Project facilities which will receive, convert and sell the LFG-derived energy, and (if applicable) market the surplus extracted LFG. The Proposer must provide adequate descriptions of the proposed Project facilities and the information necessary to convey a clear understanding of the proposed conversion and distribution system, as well as a description of the marketing strategy, if applicable.

The Proposer must include a narrative clearly describing the proposed LFGTE Facility and its operation, connections of the GCCS to the LFG conversion equipment, location of the flow meter and methane analyzer for payment calculations, and any infrastructure, buildings, enclosures, etc. This information will serve as an overview of the technical approach proposed for the Project. In addition, the Proposer is to submit a conceptual layout of the LFGTE Facility.

The Proposer will be held responsible for any franchise fees, as applicable.

4.4.1.2. LFG Conveyance Plan

The Proposer shall define the proposed plan for conveying the LFG-derived energy to the Purchaser. This information must include the following information:

- Identity of the proposed Purchaser.
- A description and conceptual layout of the proposed components, connection, alignment, and operational criteria between the LFGTE Facility and the Purchaser (i.e., industrial user or electrical utility tie-in points).
- A description of the proposed delivery path and delivery pipe specifications or electrical equipment (as applicable).
- An outline of a plan of action to be taken at the LFGTE Facility to receive non-useable LFG, including diverting the stream to an LFG Flare.
- A description of how the Proposer will conform to all applicable regulations related to receiving and transporting LFG and/or electricity.

4.4.1.3. LFG-to-Energy Conversion Technology

The proposal must include a conceptual process flow diagram. The process flow diagram must include, but is not limited to, the following (if applicable):

Incoming:

- Moisture (LFG condensate)
- Chemical constituents
- Major parameters (temperature, pressure, etc.)

Additives:

- Any materials added to the LFG during the conversion process
- Recycle flow

Conversion Technology (as applicable):

- Carbon dioxide removal
- Oxygen removal
- Contaminant removal (i.e., hydrogen sulfide, sulfur compounds, siloxanes, etc.)
- Cooling process

Outgoing:

- Medium-BTU fuel, high-BTU fuel, or electrical volumes
- Waste by-products

Electric Generation:

- Generating Facility
- Interconnection with distribution/transmission system

4.4.1.4. Proposed LFG-Derived Energy Specification

Although there are currently no industry-accepted standards for the specifications of medium-BTU fuel, high-BTU fuel, or electrical power derived from LFG, the Purchaser may have limits or specifications on the delivered medium-BTU gas, high-BTU gas, or the electrical power. As such, the proposal must demonstrate how the Proposer proposes to adhere to any specification required by the Purchaser without compromising the City's ability to maintain Landfill compliance with applicable federal, state, or local rules and regulations.

4.4.1.5. Marketing Approach

If applicable, the proposal must include a discussion of the approach the Proposer will implement to market and sell the LFG-derived energy, and any surplus LFG or LFG-derived energy, on the external market. This must include a discussion of the resources which will be committed to the marketing of the LFG derived energy the Proposer's experience marketing the sale of gas, electrical power, or any other LFG-derived energy to potential customers for sale.

4.4.1.6. Project Structure and Organization

The proposal must outline the currently envisioned Project structure. The discussion of Project structures must include the following:

- An organization chart, including identification and description of the anticipated relationship among parties. The Proposer must identify the organization of the Project, including management and administrative personnel, supervisory personnel, major subcontracted services, and staff performing all major Project functions.
- The proposed management structure and reporting relationship(s) must be described. The proposal must clearly identify the chain of command and who will be the Proposer's key liaison with the City.
- A specific discussion of the roles and responsibilities of each party.

4.4.1.7. Operation, Maintenance, Repair and Replacement Approach

Proposer must be aware that the City wants to encourage efficient operation of the Project in a manner that is consistent with the City's objective of maintaining the Project to a high standard of care.

The Proposer shall describe its approach in maintaining the facilities in this section of the proposal. The Proposer shall be responsible for all

maintenance (routine, preventive, repair, replacement, etc.) and associated expenses for the LFGTE Facility, including any conveyance systems up to the point of sale/transfer with the Purchaser.

4.4.1.8. Disposition of Conversion By-Products

The proposal shall:

- Identify the amount and type of process by-products which are generated from the proposed processes, including LFG condensate from the GCCS and LFGTE Facility. Condensate recirculation into the Landfill will not be allowed at this time but may be allowed in the future.
- Identify the facilities to be utilized for disposition of the process by-products;
- Identify any process by-products that are defined by the Environmental Protection Agency (EPA) or the state as hazardous material and the disposal facility for this material if applicable; and
- Describe the process by which by-products will be disposed of in accordance with all local, state, and federal laws.

4.4.1.9. General Environmental Controls

In addition to the information provided per Section 4.1.5.3, the proposal shall describe the Proposer's environmental monitoring and control systems. Descriptions of potential environmental impacts and mitigating measures shall be addressed. The proposal shall discuss impacts to:

- Groundwater
- Surface water
- Air quality
- Ambient noise levels- compliance with noise ordinances
- Ambient odor levels
- Traffic conditions
- Surrounding areas and visual screening

4.4.1.10. Project Safety and Security

The proposal shall include a statement that a project safety and security plan will be implemented for the Project. Developed by the Proposer shortly after execution of the Agreement, the Project Safety and Security Plan will fully describe the security and safety measures for all facilities and structures contained within the Project in order to protect the safety and security of the Project and general public. The safety and security plan must describe all safety and security measures to be implemented, including compliance with health laws, OSHA regulations, and/or other procedures.

4.4.1.11. Licenses, Permits and Approvals

The proposal shall identify all federal, state, and local licenses, permits, approvals, or other authorizations needed to perform the Agreement, including the sale of the energy product.

The proposal shall specifically describe the approach for obtaining and/or renewing such licenses, permits, approvals, and authorizations, as necessary. The proposal shall identify the instances where coordination and/or assistance are required and/or anticipated by the City or other parties for obtaining such approvals. In addition, the proposal must identify all credits (e.g. renewable energy credits and environmental offsets) and tax benefits available to the Proposer which the Proposer intends to utilize or take advantage of throughout the duration of the Agreement term. The Proposer and City will share the rights to all environmental attributes generated by or required for the Project to the extent permitted by applicable laws or Agreements.

4.4.2. Ownership and Financing

The Project, not including the property leased, shall be financed, and owned by the Proposer throughout the term of the Agreement. The Proposer shall be solely responsible for, and the City shall have no responsibility for, all costs incurred through Project development, including sales agreement negotiations, permitting, design, construction, operation, maintenance, repair, and replacement activities for the Project. In addition, the Proposer shall be solely responsible for all utility costs (including but not limited to electricity, natural gas, sewage, water, and residual disposal, etc.) throughout the term of the Agreement. The Proposer shall also be responsible for the removal of all facilities developed as part of the Project at the end of the Agreement and maintaining financial assurance throughout the Agreement for a potential forced closure by a third party. All Project development, permitting, capital and operations costs shall be borne by the Proposer.

4.4.3. Risk Allocation

Risk allocation associated with the proposed LFGTE Project will be assigned or shared pursuant to the Agreement. It is understood that potential risks exist in all facets of any LFGTE project. A few of the more critical risk issues are discussed below.

4.4.4. Permitting Risk

The Proposer will be obligated, immediately following the execution of the Agreement, to use all commercially reasonable efforts to secure all permits necessary to construct the Project. Because of potential changes to regulatory

requirements, the Proposer must not rely on information provided within this RFP for which permits will ultimately be needed for the Project. Instead, they must research and make their own determination as to which permits will be needed. The Proposer shall finance all energy sales agreement negotiations, permitting and related design and development work without reimbursement from the City. The Proposer may, at its own risk, begin construction of various elements of the Project on a staged basis at any time it is legally authorized to do so, even though the remainder of the required permits may not have been obtained. The Proposer shall be required to submit completed applications for each of the necessary permits on or before specific deadlines to be established in the Agreements. The City recognizes, however, that risk factors outside the control of the Proposer may prevent the issuance of one or more permits necessary to allow construction of the Project. The City will make reasonable efforts to assist the Proposer in securing the required permits should difficulties arise. The Proposer and City will share the rights to and responsibilities for all environmental attributes generated by, or required for, the Project to the extent permissible by applicable laws or other contract obligations, such as subsidies for the generation of renewable energy. The Proposer is responsible for satisfying any environmental controls and offsets associated with the Project. The Proposer shall assume all risks associated with the value and availability, initially and in the future, of any environmental attributes.

4.4.5. Marketing Risk

During the term of the Gas Purchase Agreement, the Proposer will retain the right to market and sell the extracted LFG, including any surplus LFG. The Proposer will assume all risks associated with the marketing of the LFG, and any surplus LFG, including market downturns.

4.4.6. LFG Resource Risk

The Proposer will be responsible for detecting and diverting any non-useable LFG that may damage LFGTE Facility equipment. The City is not responsible for any damage to LFGTE Facility equipment that may be caused by LFG. The Proposer may be responsible for the operation of the GCCS well field and providing adequate quantity and quality of the LFG to the LFGTE Facility as agreed to in the Agreement. The Proposer may be responsible for providing the vacuum to operate the system and extract LFG from the site. In the case that the Proposer does not receive the needed quantity of useable LFG, it will be the responsibility of the Proposer to fully document the quantity and quality of the non-useable LFG diverted by the Proposer in order to be provided relief from performance as described in the Agreement. As previously stated, the

City and its employees, or any of its agents, advisors or consultants, will not contractually guarantee, either implied or explicitly, that the quantities of LFG generated by the mathematical model will in fact represent the quantities of LFG physically extracted from the Landfill or that the quality of the LFG will meet any requirement.

4.4.7. Non-Specification Energy Risk

The Proposer will be responsible for detecting and preventing any Non-Specification Gas/Power from being dispensed to the Purchaser. Non-Specification Gas could cause damage or affect performance of the gas-fueled equipment used by the Purchaser. The Proposer will assume complete responsibility for any damages caused to the Purchaser's equipment as a result of delivering Non-Specification Gas. The City will not be responsible for damage to any equipment damaged by Non-Specification Gas/Power from being dispensed to the Purchaser.

4.4.8. Change in Law Risk

In general, the Proposer shall bear the "Change in Law" risk associated with the LFGTE Facility operations. A change in law will be the responsibility of the Proposer whether the activities or circumstances do or do not occur to or at the LFGTE Facility. For example, the Proposer must be prepared to accept risk with respect to changes in federal, state, or local regulations or ordinances that may affect air emissions, or the ultimate conversion, marketing, or sale of the LFG derived energy. The Proposer, therefore, must consider such risk when developing and implementing its LFGTE conversion and marketing plans.

GLOSSARY

The following provides an alphabetical listing of some of the technical terms and acronyms used throughout the text of this RFP.

BTU	British thermal unit: The amount of heat it takes to raise the temperature of one pound of water one-degree Fahrenheit.
“Change in Law” Risk	The risk associated with the potential that proposed or required rules, regulations or other legislation will or will not be passed and its impact on the Project.
Claims-Made	Insurance coverage for claims filed between the enrollment date and the expiration date of the policy.
Contract Services	Those tasks or work activities included within the specified scope of services to develop, permit, design, construct, operate, maintain, manage, and closeout the proposed LFGTE Project.
Contractor	Entity, or entities, contracted by and with the City to perform the Contract Services.
Extended Reporting	A policy rider that provides continued insurance coverage after the expiration date of the policy for future claims that are made based on events that occurred during the time period the policy was in force.
GCCS	Landfill gas collection and control system: A mechanical system consisting of wells, piping and mechanical equipment installed on a Landfill to extract LFG from the Landfill.
Green Power	Power generated from renewable energy sources such as wind, solar, biomass, and geothermal.
High-BTU LFG	LFG Treatment resulting with a heat content greater than 800 BTU/ft ³ .
Industrial User	A commercial industrial facility that relies on natural gas as an industrial fuel to perform its daily operation, and that could economically benefit from the purchase and use of medium-BTU LFG in lieu of purchasing natural gas.

kWh	Kilowatt-hour.
LFG	Landfill gas, A mixture of by-product gases, consisting principally of methane and carbon dioxide, generated during the decomposition of organic wastes in most Landfills.
LFG Control Device	An onsite or offsite flare, or other device, capable of consuming raw LFG as a fuel.
LFG-Derived Energy	Any form of usable or sellable energy produced from LFG extracted from a Landfill.
LFG Purchase Price Schedule	The Proposer's unit price at which it will pay the City for the extracted LFG on a per MMBTU basis. The purchase price for LFG shall be based on the sales price for the final product.
LFGTE Facility	Landfill gas-to-energy facility: A facility where LFG is extracted and then used or sold as an alternative energy source.
Medium-BTU LFG BTU/ft ³ .	LFG with a heat content ranging between 400 to 800 BTU/ft ³ .
m ³ /Mg	Cubic meters per megagram.
ml/min	Milliliters per minute.
MMBTU	Million BTUs.
NMOCs	Non-methane organic compounds.
NSPS	New Source Performance Standards for Municipal Solid Waste Landfills: A federal EPA rule which regulates the amount of NMOCs a Landfill can emit into the atmosphere.
Non-Specification Gas/Power	LFG-derived energy delivered to the Purchaser not in accordance with the acceptance criteria stipulated in the Energy Sales Agreement.
Non-Useable LFG	LFG extracted from the Landfill that does not meet the criteria for beneficial use.

ppmv, ppmw	Parts per million by volume, or by weight.
Parasitic Load	Any loads powered by the prime mover that does not contribute to the tractive effort. For example, electrical power that is produced by a generator is needed to operate a pump that in turn is needed to operate the electrical generator. In such a case, the pump is a parasitic load to the generator in that the power used to operate the pump is lost and cannot be used for work outside the system.
Proposer Team	Any entity, or group of entities, submitting a proposal for the purpose of being selected for the development, permitting, design, construction, operation, and management of the proposed LFGTE Project.
Property Lease	A signed lease agreement executed between the Proposer and the City for the use of a designated parcel of land located within the Landfill on which the LFGTE Facility will be constructed, operated, and maintained.
Purchaser	Entity or entities to which the LFG-derived energy, either as medium-BTU fuel, high-BTU fuel or generated electrical power, will be sold.
Residual Value	The estimated value of the Project's capital assets at the termination of the Service Contract.
Scfm	Standard cubic feet per minute.
Service Contract	A binding agreement executed between the City and the Proposer for the development, permitting, design, construction, operation, maintenance, management, and closeout of the proposed LFGTE Project.
Siloxanes	Chemicals commonly found in consumer products such as detergents and cosmetics which ultimately end up in Landfills. When LFG containing siloxanes is used to fuel combustion equipment, the impurities in the gas can begin to form a hard silicone residue on the internal surfaces of the equipment. Over time, this residue can affect heat transfer and equipment performance, and even cause equipment failure.

Specification Gas/Power	LFG-derived energy delivered to the Purchaser in accordance with the acceptance criteria stipulated in the Energy Sales Agreement.
TCEQ	State of Texas Commission on Environmental Quality.
Therm	The approximate energy equivalent of burning 100 cubic feet of natural gas at standard temperature and pressure, or 100,000 BTU.
Type I Permit	A permit issued by the TCEQ for a Type I municipal solid waste (MSW) Landfill which is typically approved to accept domestic, commercial, and industrial waste sources.
Type IX Registration	A registration issued by the State of Texas for an MSW Landfill on which the LFG is collected for beneficial use.
Ug	Microgram.
Useable LFG	LFG extracted from the Landfill having methane and oxygen concentrations when measured at the designated flow meter and methane analyzer which meets the criteria for beneficial use.
VOC	Volatile organic compound.
Waste Gas	Any gas byproduct from the treatment of Landfill gas

Section 5 - Proposal Format and Organization

This section provides specific instructions on format and organization of the proposal to be submitted by the Proposer. Each Proposer may submit one proposal per anticipated project in a totally self-supporting format without reference to any other proposal(s).

5.1. General Instructions

- A. To provide for ease and uniformity and to aid in the evaluation of proposals, Proposers shall comply with the sequence outlined herein. **IN NUMBERING PROPOSALS, THE PROPOSER SHALL USE THE SAME SECTION NUMBERS AND TITLES AND SHALL PROVIDE ITS RESPONSES IN THE SAME ORDER AS EACH ITEM IS NUMBERED AND ORDERED HEREIN.** Failure to comply may result in rejection of the proposal. The proposal shall be completed in sections, which are described below.
- B. Proposers must be aware that all technical and operational specifications, equipment descriptions and marketing material submitted or made available will be incorporated by reference into any contract(s). The City discourages the inclusion of general marketing material or equipment manuals unless they are used to provide specific information or specifically requested by the City.
- C. THE PROPOSER SHALL PROVIDE ONE ELECTRONIC COPY, VIA FLASH DRIVE OR COMPACT DISK, OF EACH PROPOSAL BEFORE THE DEADLINE ON THE DUE DATE FOR PROPOSALS.

5.2. Proposal Format

- A. This section outlines the minimum requirements for preparation and presentation of a proposal.
- B. **The Proposer shall define the capabilities of their organization to supply and maintain the project as requested in this RFP. The response must be specific and complete in every detail and prepared in a simple and straightforward manner.**
- C. Proposers are expected to examine the entire RFP including all specifications, standard provisions, instructions and attachments. Failure to do so will be at the Proposer's risk. Proposers must provide their best pricing for the project set out herein.
- D. Proposals shall be in at least 11 pt. easily readable font and bound in a manner that allows the proposals to be disassembled.

5.3. Proposal and Proposal Forms

- A. The transmittal letter shall be the first item in your proposal and shall indicate the intention of the Proposer to adhere to the provisions described in the RFP. The transmittal letter **SHALL**:
1. Be presented on company letterhead;
 2. Identify the submitting organization;
 3. Identify the name, title, contact number, email address and physical address of the person to be contacted during the RFP process;
 4. Identify, by name and title, and be signed by the person authorized by the organization to obligate the organization contractually;
 5. Acknowledge receipt of any addenda to this RFP;
 6. Statement indicating willingness to sign Service Agreement as written.
- B. The second item in your proposal shall be a table of contents listing titles, sections and major sub-sections. All pages shall have a unique identifier and be numbered sequentially.
- C. The third item in your proposal shall be the **forms** as follows:
- a. **Minimum Requirements Form.** Proposer is to complete and attach any relevant documents to this form.
 - b. **References.** Proposer is to provide the references on the forms provided. Include client references with contract information that can be verified by the Evaluation Committee.
 - c. **City of Corpus Christi's Disclosure of Interest Form.** Proposer is to complete, sign and include with proposal.
 - d. **City of Corpus Christi's Business Designation Form.** Proposer is to complete, sign and include with proposal.
 - e. **Ethical Behavior Form.** Proposer is to complete, sign and include with proposal.
- D. The fourth item in your proposal shall be your actual proposal and associated documents. The proposal shall be organized in the same manner as the evaluation criteria and must address all items outlined in the criteria.
- E. The fifth item in your proposal shall be the pricing sheet. Proposer is to provide on the attached Pricing Forms requested quantity, unit of measure and costs as outlined for Landfill Gas to Energy Project. Only one original per anticipated project of this form is needed, and it shall be contained in a separate sealed envelope labeled as Price Proposal.

5.4. Service Agreement

Proposer may submit its own proposed Lease Agreement and/or Gas Purchase Agreement for consideration at the time of submission of its Proposal. The City does not guarantee that the terms and conditions of the Proposer's proposed agreements will be accepted. The City will negotiate a final agreement with the successful Proposer before any project may begin.

Section 6 - Proposal Evaluation

The City will conduct a comprehensive, fair and impartial evaluation of all proposals received in response to this RFP. Each proposal will first be analyzed to determine overall responsiveness and completeness as defined in the Proposal Format and Organization Section, and the Evaluation Criteria Section of this RFP. Failure to comply with the instructions or submission of a proposal that does not satisfy these Sections may result in the proposal being deemed non-responsive and may, at the discretion of the Committee, as defined in below, result in the proposal being eliminated from further consideration.

6.1. Evaluation Committee

An Evaluation Committee ("**Committee**") will be established to assist the City to select a qualified Proposer. The Committee will be comprised of staff from various City Departments. This Evaluation Committee will then recommend the top Proposer to the Executive Committee consisting of the City Manager and/or Assistant City Managers, or others as the deemed necessary by the City Manager.

6.2. Evaluation Criteria

- A. Minimum Qualifications: This area will be scored on a pass fail basis. Firms not meeting the minimum qualifications will not continue in the process. To be considered, each Proposer must have the required experience, licensing, lack of litigation and regulatory issues and provide adequate references.
- B. Each qualified Proposer will then be ranked on the basis of the following: EVALUATION CRITERIA. To determine an overall ranking, the relative rankings will be weighted according to the following:

Weighted Criteria

The following criteria will be used to evaluate the proposals:

Evaluation Criteria	Criteria Weight
Minimum Qualifications <ul style="list-style-type: none"> • Required five years in business • No outstanding lawsuits during last 5 years or current litigation with the City during last 5 years • No outstanding regulatory issues last 5 years • References Provided for firm 	Pass/Fail
Technical Proposal	50 Points
Firms' Experience (18 points) <ul style="list-style-type: none"> • Experience on projects of similar scope and complexity; • Demonstrated capability/capacity on comparable projects; • Past Performance and Reference Checks. 	
Team Experience (14 points) <ul style="list-style-type: none"> • Team members with experience and qualifications; • Team members experience with work of similar scope and complexity; 	

Understanding of Project Scope (18 points)	
<ul style="list-style-type: none"> • Demonstrated understanding of scope of services, • Demonstrated understanding and experience with similar service with a public agency 	
Interview	20 Points
Firms' Experience (7 points)	
<ul style="list-style-type: none"> • Demonstrated Experience providing these Services of similar scope and complexity; 	
Team Identification (6 points)	
<ul style="list-style-type: none"> • Team members with experience and qualifications; 	
Understanding of Project Scope (7 points)	
<ul style="list-style-type: none"> • Demonstrated understanding of scope of services, • Knowledge of Similar Services; • Capability to perform work 	
Price	30 Points

- C. A pricing sheet has been provided for use. The pricing shall be all inclusive of all costs necessary to meet the requirements outlined in this RFP. The Proposer offering the City the best value will receive all 30 points and all other Proposers will receive a proportional share of the points based on the proration of their offer provided.
- D. The Proposer's failure to provide information relative to the above criteria may result in the City deeming such proposal non-responsive and may, at the sole discretion of the Committee, result in elimination of said proposal from further consideration. The Committee reserves the right to conduct other evaluation and measurements of the proposals as may be necessary to make an informed decision.

6.3. Evaluation Process

The process outlined below is followed to allow the City to get a well-qualified firm for the best value for the City to complete the project. Care is taken by the Procurement Officer to make sure the process is adhered to by the Evaluation Committee. Proposals are scored by each evaluator independently to avoid group think or influence between Committee members. Strict adherence to the process by all parties participating in this solicitation will ensure that Proposers are treated fairly, time and expenses to propose are minimized and the qualified Proposer providing the best value is awarded the contract.

Step 1 Minimum Requirements Review– Proposals will be screened for minimum requirements. Only those firms meeting the minimum requirements on a pass/fail basis will be allowed to continue in the process.

Step 2 Technical Proposal Review – Proposals will be evaluated by the Evaluation Committee based on the criteria list in this RFP. Scores from all evaluators will be

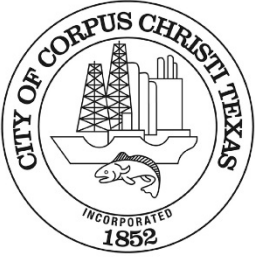
averaged and tabulated to form a ranking from highest to lowest scoring Proposers. If any natural breaks or gaps exist in the ranking, only the highest ranking Proposers will be invited for interviews. If the natural break does not allow for adequate competition the City may include the next grouping of Proposers to enter the interview phase to allow adequate competition to occur. If no natural breaks exists, the City may interview the entire group.

Step 3 Interviews – Each Proposer invited to Interview will be scheduled to participate, and will be given a format and timeline for the interview. Typical interviews include a fifteen minute presentation by the firm and a forty-five minute question and answer period for the panel. Interviews will be evaluated on the criteria listed in the RFP. Interview scores will then be added to Technical Proposal Review scores to refine the ranking of Proposers. Evaluators will look for any new natural breaks to occur as outlined in Step 2 above and will determine the firms that will be considered for the final pricing step.

Step 4 Pricing - Only after a determination has been made of the firms most qualified to provide the project needed will the pricing be evaluated. Pricing proposals will be opened for the qualified firms and the pricing scores will be evaluated and points distributed on a prorated bases. These pricing points will be added to the Technical Proposal and Interview scores for a final ranking.

Step 5 Selection – The Proposer with the highest number of overall points will be recommended for award. The City reserves the right to issue a Best and Final Pricing Proposal form to Proposers that passed Step 3 for further evaluation. Proposers will be notified at this point of their standing and offered an opportunity for a debriefing after the award is complete.

Section 7 – RFP Forms



MINIMUM REQUIREMENTS

RFP No. 3940 LANDFILL GAS TO ENERGY

1. Has your business been operating for a minimum of five years providing services similar in nature to the scope of work outlined in this RFP?

YES

NO

Please attach documentation to show number of years in business.

2. Does your firm have any outstanding lawsuits or litigation with the City as outlined in Section 2.2 of this RFP?

YES

NO

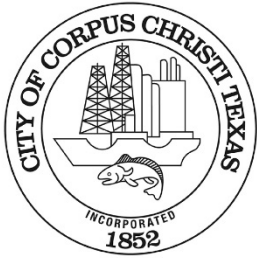
If yes, please explain in detail on attached documentation.

3. Does your firm have any outstanding regulatory issues as outlined in Section 2.2 of this RFP?

YES

NO

If yes, please explain in detail on attached documentation.



REFERENCES

RFP No. 3940 LANDFILL GAS TO ENERGY

Current Client Reference 1	
Organization name:	Contact and title:
Address:	Phone number:
	Email Address:
Effective date of contract:	Value of Contract:
Description of products/services provided:	

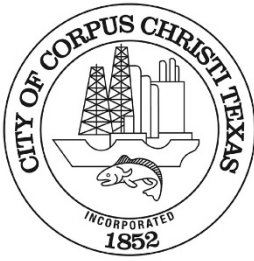
Current Client Reference 2	
Organization name:	Contact and title:
Address:	Phone number:
	Email Address:
Effective date of contract:	Value of Contract:
Description of products/services provided:	

Current Client Reference 3	
Organization name:	Contact and title:
Address:	Phone number:
	Email Address:
Effective date of contract:	Value of Contract:
Description of products/services provided:	

Former Client Reference 1	
Organization name:	Contact and title:
Address:	Phone number:
	Email Address:
Effective date of contract:	Value of Contract:
Description of products/services provided:	

Former Client Reference 2	
Organization name:	Contact and title:
Address:	Phone number:
	Email Address:
Effective date of contract:	Value of Contract:
Description of products/services provided:	

Former Client Reference 3	
Organization name:	Contact and title:
Address:	Phone number:
	Email Address:
Effective date of contract:	Value of Contract:
Description of products/services provided:	



CITY OF CORPUS CHRISTI DISCLOSURE OF INTEREST

RFP NO. 3940
LANDFILL GAS TO ENERGY

Corpus Christi Code § 2-349, as amended, requires all persons or firms seeking to do business with the City to provide the following information. Every question must be answered. If the question is not applicable, answer with "NA". See next page for Filing Requirements, Certification and Definitions.

COMPANY NAME: _____

P. O. BOX: _____ STREET ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____ -

FIRM IS: 1. Corporation 2. Partnership 3. Sole Owner
 4. Association 5. Other

DISCLOSURE QUESTIONS

If additional space is necessary, please use the reverse side of this page or attach separate sheet.

1. State the names of each "employee" of the City of Corpus Christi having an "ownership interest" constituting 3% or more of the ownership in the above named "firm."

Name	Job Title and City Department (if known)
_____	_____
_____	_____
_____	_____
_____	_____

2. State the names of each "official" of the City of Corpus Christi having an "ownership interest" constituting 3% or more of the ownership in the above named "firm."

Name	Title
_____	_____
_____	_____
_____	_____
_____	_____

3. State the names of each "board member" of the City of Corpus Christi having an "ownership interest" constituting 3% or more of the ownership in the above named "firm."

Name	Board, Commission or Committee
_____	_____
_____	_____
_____	_____
_____	_____

4. State the names of each employee or officer of a "consultant" for the City of Corpus Christi who worked on any matter related to the subject of this contract and has an "ownership interest" constituting 3% or more of the ownership in the above named "firm."

Name	Consultant
_____	_____
_____	_____
_____	_____
_____	_____

FILING REQUIREMENTS

If a person who requests official action on a matter knows that the requested action will confer an economic benefit on any City official or employee that is distinguishable from the effect that the action will have on members of the public in general or a substantial segment thereof, you shall disclose that fact in a signed writing to the City official, employee or body that has been requested to act in the matter, unless the interest of the City official or employee in the matter is apparent. The disclosure shall also be made in a signed writing filed with the City Secretary. [Ethics Ordinance Section 2-349 (d)]

CERTIFICATION

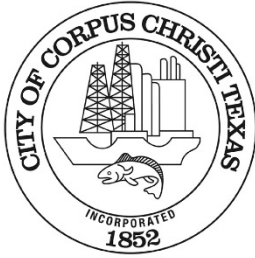
I certify that all information provided is true and correct as of the date of this statement, that I have not knowingly withheld disclosure of any information requested; and that supplemental statements will be promptly submitted to the City of Corpus Christi, Texas as changes occur.

Certifying Person: _____ Title: _____

Signature of
Certifying Person: _____ Date: _____

DEFINITIONS

- a. "Board member." A member of any board, commission, or committee of the city, including the board of any corporation created by the city.
- b. "Economic benefit". An action that is likely to affect an economic interest if it is likely to have an effect on that interest that is distinguishable from its effect on members of the public in general or a substantial segment thereof.
- c. "Employee." Any person employed by the city, whether under civil service or not, including part-time employees and employees of any corporation created by the city.
- d. "Firm." Any entity operated for economic gain, whether professional, industrial or commercial, and whether established to produce or deal with a product or service, including but not limited to, entities operated in the form of sole proprietorship, as self-employed person, partnership, corporation, joint stock company, joint venture, receivership or trust, and entities which for purposes of taxation are treated as non-profit organizations.
- e. "Official." The Mayor, members of the City Council, City Manager, Deputy City Manager, Assistant City Managers, Department and Division Heads, and Municipal Court Judges of the City of Corpus Christi, Texas.
- f. "Ownership Interest." Legal or equitable interest, whether actually or constructively held, in a firm, including when such interest is held through an agent, trust, estate, or holding entity. "Constructively held" refers to holdings or control established through voting trusts, proxies, or special terms of venture or partnership agreements.
- g. "Consultant." Any person or firm, such as engineers and architects, hired by the City of Corpus Christi for the purpose of professional consultation and recommendation.



CITY OF CORPUS CHRISTI PROCUREMENT DIVISION BUSINESS DESIGNATION FORM

**RFP NO. 3940
LANDFILL GAS TO ENERGY**

ENSURE THIS FORM IS SUBMITTED WITH YOUR PROPOSAL RESPONSE

PLEASE INDICATE WHETHER YOUR COMPANY IS ANY ONE OF THE FOLLOWING:

YES **NO - CERTIFIED HISTORICALLY UNDERUTILIZED BUSINESS (HUB)**

Select all that are appropriate:

- ASIAN PACIFIC
- BLACK
- HISPANIC
- NATIVE AMERICAN
- WOMAN

Please visit the following website for information on becoming a Texas Certified HUB:

<http://www.window.state.tx.us/procurement/prog/hub/>

YES **NO - LOCAL SMALL BUSINESS (LSB)**

A for-profit entity employing less than 49 employees located within the City limits of Corpus Christi, Texas

YES NO OTHER (PLEASE SPECIFY):

THIS COMPANY IS **NOT** A CERTIFIED HUB or LSB

THE INFORMATION REQUESTED IN THIS FORM IS FOR STATISTICAL REPORTING PURPOSES ONLY AND WILL NOT INFLUENCE AWARD DECISIONS OR THE AMOUNT OF MONIES EXPENDED WITH ANY GIVEN COMPANY.

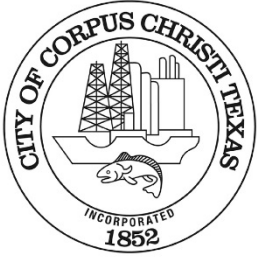
Firm Name: _____ Telephone: _____ Ext. _____

Address: _____ Fax: _____

City: _____ State: _____ Zip: _____ E-mail: _____

Signature of Person Authorized to Sign Form Date: _____

Signer's Name: _____ Title: _____
(Please print or type)



CITY OF CORPUS CHRISTI Ethical Behavior Form

**RFP NO. 3940
LANDFILL GAS TO ENERGY**

By submission of its proposal, the Proposer promises that Proposer's officers, employees, and agents will not attempt to lobby or influence a vote or recommendation related to the Proposer's proposal submitted in response to this RFP, directly or indirectly, through any contact with City Council members or other City officials between the date this RFP is released to the public and the date a Contract is executed by the City Manager or designee. **Such behavior will be cause for rejection of the Proposer's proposal at the discretion of the City Manager or designee.**

Indicate your written assurance that your Firm's officers, employees, or agents will not attempt to lobby or influence a vote or recommendation related to the Firm's RFP response.

I, _____ confirms no officers, employees, and/or agents will attempt to lobby or influence a vote or recommendation related to the Firm's RFP response; directly or indirectly, through any contact with the City Council Members or other City officials between the RFP issuance date and award by the City Council.

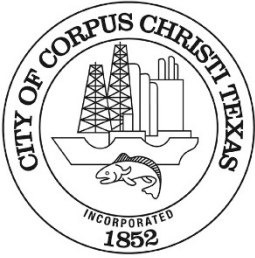
Name: _____ Title: _____

Signature: _____

Company: _____ Date: _____

SAMPLE FORM 1295 TO BE COMPLETED ONLINE AS INSTRUCTED AND PROVIDED PRIOR TO AWARD.

CERTIFICATE OF INTERESTED PARTIES		FORM 1295																																							
Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.		OFFICE USE ONLY																																							
1 Name of business entity filing form, and the city, state and country of the business entity's place of business.		Must file online at www.ethics.state.tx.us/File																																							
2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.																																									
3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.																																									
4	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th rowspan="2" style="width: 35%; padding: 5px;">Name of Interested Party</th> <th rowspan="2" style="width: 25%; padding: 5px;">City, State, Country (place of business)</th> <th colspan="2" style="padding: 5px;">Nature of Interest (check applicable)</th> </tr> <tr> <th style="width: 15%; padding: 5px;">Controlling</th> <th style="width: 15%; padding: 5px;">Intermediary</th> </tr> </thead> <tbody> <tr><td style="height: 20px;"> </td><td> </td><td> </td><td> </td></tr> <tr><td style="height: 20px;"> </td><td> </td><td> </td><td> </td></tr> <tr><td style="height: 20px;"> </td><td> </td><td> </td><td> </td></tr> <tr><td style="height: 20px;"> </td><td> </td><td> </td><td> </td></tr> <tr><td style="height: 20px;"> </td><td> </td><td> </td><td> </td></tr> <tr><td style="height: 20px;"> </td><td> </td><td> </td><td> </td></tr> <tr><td style="height: 20px;"> </td><td> </td><td> </td><td> </td></tr> <tr><td style="height: 20px;"> </td><td> </td><td> </td><td> </td></tr> </tbody> </table>	Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)		Controlling	Intermediary																																		
Name of Interested Party	City, State, Country (place of business)			Nature of Interest (check applicable)																																					
		Controlling	Intermediary																																						
5 Check only if there is NO Interested Party. <input type="checkbox"/>																																									
6 UNSWORN DECLARATION My name is _____, and my date of birth is _____. My address _____, _____, _____, _____, _____. (street) (city) (state) (zip code) (country) I declare under penalty of perjury that the foregoing is true and correct. Executed in _____ County, State of _____, on the _____ day of _____, 20____. (month) (year) <div style="text-align: right; margin-right: 100px;"> _____ Signature of authorized agent of contracting business entity (Declarant) </div>																																									
ADD ADDITIONAL PAGES AS NECESSARY																																									



CITY OF CORPUS CHRISTI
Pricing Form
PROCUREMENT DIVISION

RFP No. 3940
LANDFILL GAS TO ENERGY

DATE: _____

PROPOSER

AUTHORIZED SIGNATURE

- 1. Refer to “Instructions to Proposers” and Contract Terms and Conditions before completing proposal.**
- 2. Provide your best price for each item.**
- 3. In submitting this proposal, Proposer certifies that:**
 - a. the prices in this proposal have been arrived at independently, without consultation, communication, or agreement with any other Proposer or competitor, for the purpose of restricting competition with regard to prices;
 - b. Proposer is an Equal Opportunity Employer; and the Disclosure of Interest information on file with City’s Procurement Division, pursuant to the Code of Ordinances, is current and true.
 - c. Proposer has incorporated any changes issue through Addenda to the RFP in this pricing.

ITEM	DESCRIPTION	QTY	UNIT	TOTAL PRICE
1	Lease of City Property Note: Proposed lease amount may increase over time dependent upon production *Quantity is dependent upon project need		*Acre	
2	Environmental Benefits			
3	Value of gas generated /percentage on return of generated gas			

Section 8 – Agreement

Proposer may submit its own proposed Lease Agreement and/or Gas Purchase Agreement for consideration at the time of submission of its Proposal. The City does not guarantee that the terms and conditions of the Proposer's proposed agreements will be accepted. The City will negotiate a final agreement with the successful Proposer before any project may begin.