
REQUEST FOR PROPOSALS RFP#22-02

Lease of Municipally-Owned, Closed Landfill for
Solar Development

CITY OF FARMERS BRANCH, TEXAS



**FARMERS
BRANCH**

Closes December 20, 2021 at 2:00 PM CST

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SECTION ONE

General Information

1.1 Purpose of the request for proposals

The City of Farmers Branch (“City”) seeks proposals from solar energy developers (“Proposers”) to lease the land at 1399 Valley View Lane (“the Site”), pursuant to a Lease Agreement, and install, own, operate, and maintain thereon a solar photovoltaic energy system (“Solar Energy System” or “System”).

This Request for Proposals is being issued to allow the City of Farmers Branch to evaluate options and determine the project and financial arrangements that best meet the interest of the City.

The City seeks Proposals for either or both of the following lease structures.

1. A land lease for the purposes of siting a Solar Energy System in order to provide a revenue stream to the City in the form of lease payments. In this lease, the City would not be an off-taker, user, or purchaser of the electricity produced at the site.
2. A land lease for the purposes of siting a Solar Energy System with the intent of entering a Power Purchase Agreement (PPA) in which the City would purchase electricity produced at the site and receive credit for the locally produced, renewable electricity.

Siting a Solar Energy System on a closed landfill provides a great opportunity for increasing localized generation of renewable electricity on a parcel of land that is currently unused. The City hopes that increasing local renewable electricity generation will add resiliency during extreme weather events and inspire further reductions in greenhouse gas emissions.

The City will evaluate all proposals and reserves the right to select the proposal that provides the best economic solution. The City has the right to accept any proposal even if it does not provide the highest revenue to the City. Proposals will be evaluated against other proposals received. In addition to other rights reserved herein, the City reserves the right to cancel this RFP in its discretion and to the fullest extent permitted by law.

All Proposals prepared in response to this RFP are at the sole expense of the Proposer, and with the express understanding that there will be no claim, whatsoever, for reimbursement from the City for the expenses of preparation. The City of Farmers Branch shall not be liable for any expenses incurred by the Proposer in development of this proposal.

The City, by means of this RFP, invites all qualified Proposers to submit Proposals in accordance with the requirements outlined in this RFP. The City anticipates that, based on its review and evaluation of the Proposals received pursuant to this RFP, it will select a Proposer and execute a contract whereby the Proposer renders Services to the City, in accordance with terms and conditions set forth in the contract.

1.2 Background

Farmers Branch encompasses approximately 12 square miles located just north of Dallas between I-35E and the Dallas North Tollway. Farmers Branch is a first tier suburb with a daytime population of 66,000 and residential population of 35,991. The City is located in Dallas County and is in the Oncor electric service territory.

The proposed project site is a closed landfill located at 1399 Valley View Lane alongside the Farmers Branch Citizens Collection Center. The site is approximately 22.943 acres. According to a solar feasibility study (Appendix 2) commissioned by the City in April 2020, the site can hold a slightly greater than 5MW_{dc} solar array, which equates to a 4.5MW_{ac} solar project.

The proposed project site is adjacent to major roadways including the President George Bush Turnpike and Valley View Lane. The site is adjacent to a number of businesses and in view of residential homes.

Before submitting a proposal, each Proposer shall familiarize themselves with the site as necessary to develop a proposal to undertake the Project in accordance with the terms and conditions of this RFP. The selected Proposer will be responsible for conducting any additional studies it may require, at its own cost and risk, prior to entering the lease agreement and/or in conjunction with the development of the Project. The City intends to lease the municipal land on an “as is” basis.

The City is has developed the following three principles to guide the proposal selection process. The City seeks:

1. Revenue for the City of Farmers Branch through land lease payments or through lower electricity rates.
2. High quality workmanship and management throughout the lifecycle of the System and lease duration.
3. To advance the City’s sustainability goals.

1.3 Project Scope

The City is interested in leasing the site. The lease will be structured initially for a 1-year option to assess the feasibility of the site, following with a 20-year lease when it is determined the site is viable, with up to two additional 5-year optional renewal periods, exercisable at City’s sole discretion. The City is willing to consider alternative lease durations, ownership models, and conditions as part of the proposal evaluation process set forth herein.

The selected Proposer will own the System and will be responsible for the design, engineering, permitting, installation, testing, operation, maintenance, repair, vegetation management, and decommissioning of the System, including, without limitation, procurement of the solar photovoltaic equipment and related services. The successful Proposer will be solely responsible for owning, insuring, commissioning, interconnection, metering, and for providing security for the system at all times. The successful Proposer shall be responsible for all project costs including, but not limited to: the furnishing of all materials, services, labor, performance and payment bonds, insurance, and other costs incurred in the preparation of this response and the performance of the contract, signed by an individual authorized to bind the Proposers contractually.

The successful Proposer shall be responsible for the design, permitting, construction, and maintenance of all site work, drainage, erosion controls, vegetation management, and landscaping associated with the system and lease area in accordance with federal, state, and local regulations.

If pursuing a lease with the intent of establishing a Power Purchase Agreement (PPA), the successful proposal shall work within the City's current electricity contract and/or electricity procurement process to provide feasible electricity rates and contract terms.

The successful Proposer shall be responsible for the installation and maintenance of site specific safety and security requirements or other measures as are required to comply with all necessary permits and approvals.

Landfills are overseen by Texas Commission for Environmental Quality ("TCEQ"). Landfill work falls under 30 Texas Administrative Code 330 Subchapter T: Permitting Standards for Owners and Operators of Commercial Industrial Nonhazardous Waste Landfill Facilities. From a process standpoint, for any kind of proposed surface disturbance to a closed landfill, TCEQ Form 20787: Authorization to Disturb Final Cover Over Closed Municipal Solid Waste Landfill for Non-Enclosed Structure and all of the corresponding attachments must be submitted for review to TCEQ. This focuses on a work plan authorization request, a Deed's recordation confirming the site is a landfill, and drawings signed, sealed, and submitted by a Professional Engineer. Please note that permitting from TCEQ may take an extended amount of time.

On termination of the lease, the successful Proposer will be responsible for performing, and paying for the removal of all panels, racks, concrete blocks, and conduits, and returning the portion of the property on which the System was installed to its original conditions as mutually agreed upon.

1.4 Term of Proposal

The lease will be structured initially for a 1-year option to assess the feasibility of the site, following with a 20-year lease when it is determined the site is viable, with up to two additional 5-year optional renewal periods, exercisable at City's sole discretion. The City is willing to consider alternative lease durations and conditions as part of the proposal evaluation process set forth herein.

1.5 Information Contained in the RFP

The information set forth in this Request for Proposal (RFP) and in all attachments hereto has been presented solely to assist interested proposers in making their own evaluation of the resources required to provide services to the City and is not intended to be all inclusive or to contain all of the information that a prospective Proposer may desire. The City has made no independent effort to determine the accuracy or completeness of such information. The Proposer is solely responsible for making all necessary investigations and evaluations of information, which will or could affect their performance including costs of providing the requested services.

1.6 City's Right to Reject and Negotiate

This RFP does not commit the City to select a Proposer or to award a Contract to any Proposer. The City reserves the right to accept or reject, in whole or in part, any Proposal it receives pursuant to this RFP. The City further reserves the right to negotiate the terms of a proposal with a preferred Proposer without rejecting other proposals, and to solicit best and final proposal offers.

1.7 Schedule of Events

The City will make a good faith effort to follow the timeline below for evaluating, negotiating and issuing an award, but reserves the right to extend such dates as it deems in the best interest of the City:

<u>Event</u>	<u>Date</u>
Release of RFP	October 22, 2021
Deadline for Questions	November 15, 2021
Proposal Due	December 20, 2021
Interviews (as needed)	Week of January 3, 2022
Notification of Award	January 24, 2022
City Council Presentation	February 1, 2022

1.8 Right to Modify, Rescind, or Revoke RFP

The City reserves the rights to modify, rescind, or revoke this RFP, in whole or in part, at any time prior to the date on which the authorized representative of the City signs a Contract with the Selected Proposer.

1.9 Right to Negotiate Individual Services

The City reserves the right to negotiate portions of the RFP or individual services as standalone agreements. There is no guarantee that the City will outsource all services currently provided by City staff. The City is free to choose which services, if any, it desires to negotiate based on the proposals submitted.

SECTION TWO

Proposal Contents

2.1 Overview of the Contents

All proposals must include all information requested in Section 2 and all required forms. The required forms can be found in Attachment B. The required format and contents of the proposal can be found in Attachment A.

2.2 Company Information

Each Proposer must provide current, accurate, complete information about all of the following in support of its Proposal (please coordinate numbers with responses):

This section shall discuss the highlights, key features, and distinguishing points of the proposal.

A. Company Overview

1. Year founded and number of continuous years in business
2. Ownership status (public or private company, LLC, LLP, S-Corp, Sole Proprietor)
3. Federal Tax Identification Number
4. Name, address, telephone number, and title of the person(s) whom the CITY can contact about the Proposal;
5. Names, titles, and resumes of Proposer officials who will serve as primary Proposer contacts;
6. Length of time and years during which the Proposer has provided the Services contemplated by this RFP;
7. Insurance carrier(s), types, and amounts of coverage currently maintained by the Proposer. A copy of current certificate of insurance showing existing coverage and limits is to be provided.

B. Project Team

1. Project Team organizational chart including all key personnel and their proposed roles
2. Provide resumes, in an appendix, for all key personnel that will be assigned to this project
3. Provide evidence of all relevant licenses held by your firm to conduct this work. Attach list and copies of documents in an appendix

C. References

1. Provide references for at least three completed and currently operating non-residential grid-connected PV systems, with preference towards landfill projects. Include the following information:
 - Location and Utility Company name
 - System size (kW DC)
 - Date completed
 - Host Customer and/or Owner contact information (name, email, address, phone)

D. Project Development Experience

1. Provide the total number of megawatts of solar PV your firm has constructed over the last five (5) years.
2. Provide total number of megawatts and projects of solar PV your firm has constructed on landfills
3. Detail the types of customers your firm has worked with in the past (for example, residential, commercial, nonprofit, or government).
4. Provide the number of operational PV systems under your firm's management.

E. Project Financing Capability

1. Provide number of PV systems that have been financed by you and/or your financing partner.
2. Provide most recent audited financial statements, annual reports, consolidated financials, and Form 10-K (if any). If available, provide similar materials for parent entities, significant affiliates and collaborators.

2.3 Proposal Narrative

Provide a detailed plan of the proposed project. Project plans must include the following:

A. Project Management Plan

1. Provide a detailed narrative description of the approach for installing the proposed project, including how the Proposer will work with subcontractors, municipal agencies, and other relevant stakeholders. Detail how the Proposer will approach special site considerations for a closed landfills.
2. Provide a detailed description of each task and delivery. Include a project schedule indicating key milestones and durations of various activities.
3. Proposers must demonstrate a firm understanding of permits required to successfully execute the project. The selected Proposer will be responsible for all necessary environmental testing, permitting, and compliance. To the extent possible, Proposers should identify the regulatory and permit conditions relevant to their proposals, potential

conflicts between the project and existing permit conditions, and variances that might be required.

4. Provide a detailed narrative description of the approach for mitigating concerns of neighboring individuals, property owners, and businesses. Detail how the proposer will approach the design to ensure glare, reflectiveness, and other visual impairments will not create a hazard for motorists on nearby highways and roads.

B. Financing Plan

1. Provide a description of how the proposed project will be financed. Identify any potential financial partners that will be involved in the project. Describe in this plan possible sources of funds and revenue streams other than the sale of energy including all available tax credits, incentives, and subsidies that will be used to finance the project.

C. Operations and Maintenance Plan

1. The Proposer will be responsible for Operation & Maintenance (O&M) services for the full term of the Agreement. Describe the proposed O&M procedures for the system, detailing duties performed and if the contract will be maintained with the Proposer or a third-party provider.

D. Decommissioning Plan

1. Provide information regarding the proposed approach to system decommissioning and restoration of the property. This decommissioning plan should include a description of Proposer's approach to providing financial assurance that funding will be available to decommission the system at the end of the contract term.
2. The owner of the Facility, as provided for in its lease with the landowner, shall restore the property to its condition as it existed before the Facility was installed, pursuant to measures which may include the following:
 - Removal of all operator-owned equipment, concrete, conduits, structures, fencing, and foundations.
 - Removal of any solid and hazardous waste caused by the Facility in accordance with local, state and federal waste disposal regulations.
 - Removal of all graveled areas and access roads unless the landowner requests in writing for it to remain.

2.4 Technical Proposal

All solar energy systems proposed under this RFP must conform to industry best practices. System Design and Components are not binding at the proposal stage, but this information will be used to evaluate proposals.

A. Components

Include an overview of the proposed photovoltaic system, including brief descriptions of the main components (at minimum modules, inverters, racking system, and monitoring system) including manufacturer and warranty information. Proposers are encouraged to provide specification sheets for any proposed technologies as an appendix.

B. Design

Include Preliminary Drawings for the proposed PV system that include (at a minimum):

- System size (in kW DC and kW AC)
- Location of modules (including tilt)
- Location of inverters
- Location and capacity of onsite battery storage, if applicable.
- Any other site-specific information that will aid in overall evaluation

C. Expected System Generation

Provide estimated annual production of the proposed solar project for years 1-20 inclusive of the degradation rate.

2.5 Price Proposal

Price proposals should be provided using the form in Appendix 1 of this RFP. Price proposals shall be valid for a minimum of 180 days.

2.6 Added Value

Proposers are also invited to propose other added value solutions that are not specifically requested but will assist with the City in meeting its stated objectives and critical business outcomes including, but not limited to, reducing greenhouse gas emissions, providing electricity to the Citizen’s Collection Center located next to the site, and providing education on the benefits of solar and renewable energy to members of the community.

2.7 Proposer Affirmation Clauses

Each Proposer must affirm and incorporate in its Proposal all of the Affirmations set forth in this section. If the City determines a Proposer has submitted a false statement, in whole or in part, in regard to any of these affirmations, then the City will disqualify the Proposer from consideration. Accordingly, the Proposer affirms all of the following, without limitation:

- A.** The Proposer has not conferred or offered to confer, either directly or indirectly, any benefit whatsoever on a public servant in connection with the submitted Proposal or the subject matter of the Proposal;
- B.** Bidder/proposer affirms that no affiliation exist between owners, officers, administrators and employees of the bidder/proposer and The CITY which could be construed as a conflict of interest.

- C.** The Proposer, individually or acting by and through its officers, principals, employees, contractors, subcontractors, agents, or personnel, has not communicated any of the contents of the Proposal to its competitors or any other person or entity engaged in such line of business;
- D.** The Proposer did not participate in or receive compensation for preparation of the RFP;
- E.** The Proposer shall defend, indemnify, and hold harmless the City of Farmers Branch, all of its officers, agents and employees from and against all claims, actions, suits, demands, proceedings costs, damages, and liabilities, arising out of, connected with, or resulting from any intentional or negligent acts or omissions of the Proposer or any agent, employee, subcontractor, or supplier of contractor in the execution or performance of the resulting contract;
- F.** The Proposer acknowledges and agrees to all terms and conditions within this RFP.
- G.** The Proposer acknowledges and agrees that the City reserves the right to terminate the contract immediately in the event the contractor fails to:
 - 1) Provide upon request by the City documentation that employees engaged to perform work pursuant to the contract with the City are legally authorized to work in the United States, or
 - 2) Comply with Federal immigration laws.
- E.** The Proposer acknowledges and agrees that the City may not enter a contract with a company for goods or services unless the contract contains a written verification from the company that: (i) does not boycott:
 - 1) Energy Companies and agrees that during the term of this Agreement will not Boycott Energy Companies as that term is defined in Texas Government Code Section 809.001, as amended;
 - 2) It does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association as those terms are defined in Texas Government Code Section 2274.001, as amended; and (ii) will not discriminate during the term of this Agreement against a firearm entity or firearm trade association

This section does not apply if Contractor is a sole proprietor, a non-profit entity, or a governmental entity; and only applies if: (i) Contractor has ten (10) or more fulltime employees and (ii) this Agreement has a value of \$100,000.00 or more to be paid under the terms of this Agreement.

SECTION THREE

Evaluation, Selection, Award

3.1 Discussions with Proposers

The CITY may conduct discussions and/or negotiations with any Proposer that appears to be eligible for award ("Eligible Proposer") pursuant to purchasing laws in the state of Texas and the selection criteria set forth in this RFP. In conducting discussions and/or negotiations, the CITY will not disclose information derived from Proposals submitted by competing Proposers, except as otherwise required by state or federal law or court order.

3.2 Modifications of Proposal

All Eligible Proposers may be afforded the opportunity to submit best and final Proposals at the CITY's discretion.

3.3 Selection of Proposer

The Proposer selected for award will be the Proposer who's Proposal, as presented in response to this RFP and as determined by the CITY in accordance with the evaluation criteria set forth in Section 3.5, to be the most advantageous to the CITY. Proposers acknowledge that the CITY is not bound to accept the lowest-priced Proposal.

3.4 Evaluation of Proposals

City personnel will evaluate proposals. Submission of a Proposal indicates the Proposers acceptance of the evaluation process set forth in this RFP and the Proposers acknowledgement that subjective judgments must be made by the CITY in regard to the evaluation process.

3.5 Criteria for Evaluation

The City requests that Proposers submit proposals that are either (1) a Power Purchase Agreement for City facilities, or (2) a business model that maximizes revenue for the developer and the City (lease payment). Proposers may submit a proposal for each category, if they so choose.

Evaluation of Proposals and award to the Selected Proposer will be based on the following factors, as listed below:

- Revenue for the City of Farmers Branch through land lease payments or through lower electricity rates.
- Demonstrated ability of the Proposer to provide high quality workmanship and management throughout the lifecycle of the System and lease duration.

- Successful track record of similar projects
- Environmental benefit provided to City

3.6 Consideration of Additional Information

The CITY reserves the right to ask for and consider any additional information deemed beneficial to the CITY in evaluation of the Proposals.

SECTION FOUR

RFP Stipulation

4.1 Compliance with RFP Requirements

By submission of a Proposal, a Proposer agrees to be bound by the requirements set forth in this RFP. The CITY, at its sole discretion, may disqualify a Proposal from consideration if the CITY determines a Proposal is non-responsive and/or non-compliant, in whole or in part, with the requirements set forth in this RFP.

4.2 Binding Effect of Proposal

Unless otherwise agreed in writing and signed by the City Manager, each Proposer agrees to and shall be bound by the information and documentation provided with the Proposal, including prices quoted for Services.

4.3 Signature, Certification of Proposer

The Proposal must be signed and dated by a representative of the Proposer who is authorized to bind the Proposer to the terms and conditions contained in this RFP and to compliance with the information submitted in the Proposal. Each Proposer submitting a Proposal certifies to both (a) the completeness, veracity, and accuracy of the information provided in the Proposal and (b) the authority of the individual whose signature appears on the Proposal to bind the Proposer to the terms and conditions set forth in this RFP. Proposals submitted without the required signature shall be disqualified.

4.4 Requirements for Submission

Each Proposer shall submit one (1) original -- which must be clearly defined as the ORIGINAL -- and three (3) copies of the Proposal. In addition, the Proposer shall include a searchable pdf version of their submittal on a CD or flash drive. The original shall be prepared on a word processor and formatted in at least 10-point-font that is clearly readable. The copies shall be of good, readable quality. The original and each copy shall be submitted in a three-ring binder, on three-hole-punch, letter-size (8.5" x 11") paper. Both the cover and the spine of each binder shall reflect the name of the Proposer. The binder cover shall also reflect the subject matter of the Proposal.

The original and three copies of the Proposal shall be submitted in a sealed box, clearly labeled as follows:

RFP FOR Lease of Municipally-Owned, Closed Landfill for Solar Development

City of Farmers Branch
Attn: Lee Hammock
Office of the Purchasing Agent
13000 William Dodson Parkway
Farmers Branch, TX 75234

4.5 Deadline for Proposals

Proposals must be received in the City of Farmers Branch Purchasing Office, at the address specified in Section 4.4 of this RFP, no later than 2:00 p.m. Central Standard Time, on **December 20, 2021**.

4.6 Risk of Loss, Damage, Delay

Proposer acknowledges and agrees to release and hold harmless the City of Farmers Branch, its City Council, employees, agents, and personnel, from and against any and all claims, liability, damages, and costs, including court costs and attorneys' fees, arising out of or pursuant to delivery of the Proposal or failure to deliver the Proposal to the Purchasing Office at the City of Farmers Branch, as designated in Sections 4.4 of this RFP.

4.7 Ownership of Proposals

All Proposals become the physical property of the CITY upon receipt.

4.8 Use, Disclosure of Information

Proposers acknowledge that the CITY is municipality in the State of Texas and is, therefore, required to comply with the Texas Public Information Act. Tex. Government Code Ch. 552. If a Proposal includes proprietary data, trade secrets, or information the Proposer wishes to except from public disclosure, then the Proposer must specifically label such data, secrets, or information as follows: "**PRIVILEGED AND CONFIDENTIAL -- PROPRIETARY INFORMATION.**" To the extent permitted by law, information labeled by the Proposer as proprietary will be used by the CITY only for purposes related to or arising out of the (a) evaluation of Proposals, (b) selection of a Proposer pursuant to the RFP process, and (c) negotiation and execution of a Contract, if any, with the Proposer selected. In the event a request for disclosure of any or all information contained in a proposal is made pursuant to the Texas Public Information Act, the Proposer submitting the information to the City shall be solely responsible for submitting any arguments to the Texas Attorney General in support of the Proposer's position that the information is proprietary and should not be disclosed.

4.9 Costs of Participation

The CITY specifically disclaims responsibility and/or liability for any and all costs, expenses, or claims related to or arising out of the Proposers participation in this RFP process, including but not limited to costs incurred as a result of preparing, copying, shipping, presenting, and/or clarifying the Proposal and the information relevant to the Proposal.

4.10 Compliance with Applicable Laws, Regulations, and Ordinances

By submitting a Proposal, the Proposer agrees to and shall comply with all applicable local, state and federal laws and regulations, as well as with all applicable policies and procedures of the City of Farmers Branch.

SECTION FIVE

RFP Procedures

5.1 Rescission of Proposal

A Proposal can be withdrawn from consideration at any time prior to expiration of the Deadline for Proposals, as stated in Section 4.5 of this RFP, pursuant to a written request sent to the **Purchasing Agent**.

5.2 Request for Electronic Copy

A Proposer may request an electronic copy of the RFP from the **Purchasing Agent**. Electronic copies will be forwarded through email addresses only.

5.3 Request for Clarification

The CITY reserves the right to request clarification of any information contained in a Proposal.

5.4 Questions by Proposers

The deadline for questions submitted by Proposers is 2:00 p.m. CST on November 15, 2021. The CITY will accept no questions after this date and time. Questions must be submitted in writing; the question, written City response, and addenda, if any, related to the RFP will be distributed to all Proposers. If the CITY determines a question has been sufficiently answered in the RFP, the inquiring Proposer will be referred to the relevant section of the RFP. Questions may be emailed to the Sustainability Manager (alexander.pharmakis@farmersbranchtx.gov).

5.5 Addenda to the RFP

Each Proposer will be provided with copies of City-approved addenda, including amendments to the RFP. If and as necessary, as determined by the CITY, Proposers will, in turn, be allowed time to revise or supply additional information in response to such addenda.

5.6 Communications with City Personnel

Except as provided in this RFP and as is otherwise necessary for the conduct of ongoing City business operations, Proposers are expressly and absolutely prohibited from engaging in communications with City personnel who are involved in any manner in the review and/or evaluation of the Proposals; selection of an Proposer; and/or negotiations or formalization of a Contract. In addition, Proposers are expressly and absolutely prohibited from engaging in communications with City Council, except as required for the conduct of ongoing

City business. If any Proposer engages in conduct or communications that the CITY determines are contrary to the prohibitions set forth in this section, the CITY may, at its sole discretion, disqualify the Proposer and withdraw the Proposer's Proposal from consideration.

5.7 City Visits

The CITY understands and supports visits by prospective Proposers. The CITY encourages Proposers to perform due diligence and research to ensure that the Proposals submitted are based on realistic expectations as found in the field.

If a Proposer wants to tour the site prior to submitting a Proposal, you must request a visit through the Sustainability Manager at least 48 hours prior to the desired date. The CITY will strive to meet all requests. The Sustainability Manager's contact information is provided below.

Alex Pharmakis
972-919-2537
alexander.pharmakis@farmersbranchtx.gov

5.8 Evaluation of Proposals

The Selection Committee will review Proposals in accordance with the procedure and criteria set forth in this RFP. Proposals that are (i) incomplete, (ii) not properly certified and signed, (iii) not in the required format, or (iv) otherwise non-compliant, in whole or in part, with any of the requirements set forth in this RFP may be disqualified by the CITY.

5.9 Proposer Presentations

Proposers may be invited to City facilities to present their program/service to the Selection Committee. The Selection Committee will establish the format, time, date and location for presentations.

SECTION SIX

Insurance and Bonding Requirements

6.1 Required Coverage

For the duration of the contract, for all renewal terms, and for purposes of indemnification obligations that are specified to survive termination or expiration of the agreement, Proposer shall obtain, at its sole expense and at no cost to the CITY, the following coverage and shall maintain such coverage in full force and effect:

A. On Occurrence Basis:

- Workers' Compensation. Statutory
 - Each Accident: \$1,000,000
 - Disease, each employee \$1,000,000
 - Disease, Policy Limit \$1,000,000
- Commercial General Liability.
 - Combined single limit not less than \$2,000,000 per occurrence
- Automobile Liability. Combined single limit not less than \$2,000,000;
- Automobile Property Damage. Not less than \$2,000,000 per occurrence;
- Personal Injury. Not less than \$2,000,000
- Premises/Completed Operations. Not less than \$2,000,000
- Explosion/Collapse/Underground. As applicable
- Umbrella.
 - Per Occurrence Not less than \$2,000,000
 - Aggregate Not less than \$2,000,000

B. On Claims Made Basis.

- Pollution – Environmental
 - Per Occurrence Not less than \$2,000,000
 - Aggregate Not less than \$2,000,000

C. Contractor will retain retro dates with any new carrier.

6.2 Bonding Requirements

Proposers are required to meet the following bonding levels:

A. **Proposal Bond** – All Proposers must submit a bond of 5% of the maximum amount proposed.

B. **Performance Bond** – All Proposers will submit with the proposal a Performance Bond from a surety company eligible to conduct business in the state of Texas equal to 100% of the maximum amount proposed.

6.3 Effect on Indemnification Obligations

No provision, term, or condition in the Contract regarding indemnification obligations shall be construed to be limited to the application of insurance proceeds by the Proposer in accordance with requirements set forth in the Contract.

6.4 Additional Named Insured, Subrogation

With the exception of the Workers' Compensation policy, the CITY shall be an additional-named insured on all policies, and subrogation against the CITY must be waived.

6.5 Certificates of Coverage

At least thirty (30) days prior to the Effective Date of the Contract and at least thirty (30) days prior to the commencement of any renewal Term of the Contract, the Proposer shall furnish the CITY with certificates of insurance in a form acceptable to the CITY's Risk Manager, certifying that the Proposer carries the required insurance policies and coverage and have been properly endorsed with the additional insured and waiver of subrogation provisions required herein. The certificates shall be sent to the Risk Manager, at the address listed below.

City of Farmers Branch
Attn: Lucero Baray
Office of the Purchasing Agent
13000 William Dodson Parkway
Farmers Branch, TX 75234

972-919-2682

Lucero.baray@farmersbranchtx.gov

6.6 Notification of Cancellation

Each insurance policy shall contain a covenant by the insurance company issuing the policy that the policy will not be modified or canceled unless thirty (30)-days' prior written notice of modification or cancellation is given to the City. In the event the Proposer receives notice of modification or cancellation of any of the policies required under the Contract, then, prior to the effective date of modification or cancellation of the policy, the Proposer

shall obtain a policy of insurance affording the required coverage from an insurance carrier acceptable to the CITY's Risk Manager. If the Proposer fails to obtain such an insurance policy, the CITY may immediately terminate the Contract without further notice to the Proposer.

ATTACHMENT A

Required Format of Proposal: Proposals must be organized and submitted in tact with all of the information in tabbed and appropriately labeled sections in the following order:
<u>One original (marked as such) and 3 copies</u> of the Proposal with the original signed in BLUE ink and one CD with an electronic copy in searchable pdf format.
1. Proposal Cover Sheet
2. Form 1: Acknowledgement of Addendum(s) signed/sealed by the Proposer
3. Form 2: Declaration
4. Form 3: Proposal Bond
5. Form 4: Non Collusion Affidavit
6. Form 5: Conflict of Interest Questionnaire
7. Proposer's Information as requested in Section 2
8. Proposer's Land Lease Price Proposal as requested in Appendix 1
9. Proposer's Affirmations in accordance with Section 2.7
10. Insurance and Bonding Requirements
11. Additional information for added benefit

Proposal Cover Sheet and Acknowledgement of Addendum(s)

Proposal for Lease of Municipally-Owned, Closed Landfill for Solar Development RFP #22-02

Due: December 20, 2021

Estimated Award Date: January 24, 2022

Proposal Bond: 5% of the maximum amount proposed

Performance Bonds: 100% of the maximum amount proposed

ATTACHMENT B

Form 1: Acknowledgement of Addenda

The Proposer acknowledges receipt of the following Addenda to the solicitation:

Addendum Number	Date

This Proposal reflects our best estimates, and/or actual costs as of this date, and conforms to the requirements provided in the City Proposal package. By submitting this Proposal, the Proposer grants the City the right to examine, as the basis for pricing that will permit an adequate evaluation of the proposed price, books, records, documents, and other types of factual information, if specifically referenced or included in the Proposal. The City shall have the right to make such investigations as deemed necessary to determine the ability of the Proposer to perform the services required. Upon request by the City, the Proposer shall furnish and certify all such supporting data and information that the City may request to demonstrate the Proposer's qualifications.

The Proposer also agrees that the price to the City, including profit or fee, may be, at the option of the City, adjusted to reduce the price to the City to the extent that the price was based on inaccurate, incomplete, or non-current data supplied by the Proposer.

This response is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation. This Proposal is not submitted in conformity with any agreement or understanding with any Proposer to submit a false or sham Proposal. Proposer has not sought by collusion to submit a false to obtain for itself or any other Proposer, an advantage over any other Proposer or over the City of Farmers Branch.

In submitting this Proposal, the undersigned agrees that no Proposal may be withdrawn for a period of six (6) months after the date of receipt of Proposals, and that all Proposals shall be valid for this entire period, subject to cost adjustment as identified, unless advance written consent for such withdrawal is granted by the City.

Please check the appropriate box: Corporation Partnership Sole Proprietor Unincorporated

Include either Social Security or Federal Tax Identification Number: _____

Name of Firm	Phone
Address	Fax
Type or Print Name and Title of Qualified Proposer	Attest:

Signature of Qualified Proposer: Date:	Corporate Seal
---	-----------------------

Form 2: Declaration

The undersigned, as Proposer, declares that the only persons/entities interested in this Proposal are those named herein, that no other person/entity has any interest in this Proposal or in the Contract for services to which this Proposal pertains, that this Proposal is made without connection or arrangement with any other person/entity and that this Proposal is in every aspect fair, in good faith, and without collusion or fraud.

The Proposer further declares that he has complied in every respect with all requirements of this Request for Proposals, that he has read all attachments and has satisfied himself fully relative to all matters and conditions with respect to the services to which the Proposal pertains.

The Proposer states that this Proposal is based upon the Request for Proposal documents and attachments.

Firm/Corporation

Address

Name

Signature

Title

Submittal Date

Form 3: Proposal Bond

The undersigned Proposer hereby declares that he has visited the site of the work and has carefully examined the Contract Documents pertaining to the work covered by the above bid.

Enclosed with this proposal is a Certified Check for 5% of the maximum amount proposed, which it is agreed shall be collected and retained by the City as liquidated damages in the event this proposal is accepted by the Owner within

ninety (90) days after the bids are received and the undersigned fails to execute the contract and the required bond for the Owner within ten (10) days after the date said proposal is accepted, otherwise, said check or bond shall be returned to the undersigned upon request.

Contractor (Firm Name)
By: _____
Title: _____
(President/Vice-President)
Address _____

Phone _____
Fax _____
Email _____

Form 4: Non-Collusion Affidavit

STATE OF _____: COUNTY OF: _____

I state that I am _____ of _____ (Name of firm) and that I am authorized to make this affidavit on behalf of said firm, and its owners, directors, and officers. I am the person responsible in said firm for the price(s) and the amount of this Response.

I state that:

1. The price(s) and amount of this Response have been arrived at independently and without consultation, communication or agreement with any other contractor, Proposer or potential Proposer.
2. Neither the price(s) nor the amount of the Response, and neither the approximate price(s) nor approximate amount of this response, have been disclosed to any other firm or person who is a Proposer or potential Proposer, and they will not be disclosed before opening.

3. No attempt has been made or will be made to induce any firm or person to refrain from responding on this agreement, or to submit a Response higher than this Response, or to submit any intentionally high or noncompetitive Response or other form of complementary Response.

4. The Response of said firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive Response.

5. _____ (name of firm), its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last five (5) years been convicted or found liable for any act prohibited by state or federal law in any jurisdiction, involving conspiracy or collusion with respect to proposing on any public contract, except as follows:

I state that _____ (Name of firm) understands and acknowledges that the above representations are material and important, and will be relied on by the City in awarding the agreements for which this Response is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from the City of Farmers Branch of the true facts relating to the submission of Responses for this agreement. I understand and said firm understands that any fraudulent concealment will allow the City to pursue all applicable remedies at law or equity included, but not limited to, the right to reject this Response.

Signature

Sworn to and Subscribed before me

This _____ day of _____, 2010

Name

Company Position

(Notary Public)

My Commission Expires:

Form 5: Conflict of Interest Questionnaire

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code went into effect which requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the City Secretary of the City of Farmers Branch not less than the 7th business day after the person becomes aware of facts that require the statement to be filed.

A recent amendment to this state law that went into effect on September 1, 2007 now allows for two changes to the original statute:

1. The Conflict of Interest Questionnaire only needs to be filled out and returned with your proposal if you or your company are aware of a conflict, and,
2. If the amount of the conflict exceeds \$2,500

It is the responsibility of every vendor filling out and returning this proposal to determine if there is a conflict meeting the parameters listed above. If so, **the City of Farmers Branch requires that this Questionnaire be completed and turned in with your proposal.** If there is no conflict, or if the amount of the conflict is less than \$2,500, then you are not required to submit the Questionnaire with your proposal.

See Section 176.006, Local Government Code which reads “A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.”

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

OFFICE USE ONLY

By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

Date Received

A person commits an offense if the person violates Section 176.006, Local Government Code. An Offense under this section is a Class C misdemeanor.

1 Name of person doing business with local governmental entity.

1 Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name each employee or contractor of the local government entity who makes recommendations to a local government officer of the governmental entity with respect to expenditures of money AND describe the affiliation or business relationship.

4 Name each local government officer who appoints or employs local government officers of the governmental entity for which this questionnaire is filed AND describe the affiliation or business relationship.

Adopted 11/02/2005

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

Page 2

For vendor or other person doing business with local governmental entity

5 Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.)

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or other relationship. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?

Yes
No

B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government Officer named in this section AND the taxable income is not from the local governmental entity?

Yes
No

C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves As an officer or director, or holds an ownership of 10 percent or more?

Yes
No

D. Describe each affiliation or business relationship.

6

Signature of person doing business with the governmental entity

Date

Adopted 11/02/2005

APPENDIX 1: LAND LEASE PRICE PROPOSAL TEMPLATE

PV System Size	_____ kW dc	Annual System Degradation Factor	_____ %/year
Year 1 Estimated kWh Generation	_____ kWh		

For a land lease for the purposes of siting a Solar Energy System in order to provide a revenue stream to the City in the form of lease payments. In this lease, the City would not be an off-taker, user, or purchaser of the electricity produced at the site. The Respondent hereby agrees to pay the City of Farmers Branch the following amounts to lease 22.943 acres for the construction and operation of a solar energy system for 20 years.

Interconnection costs can vary widely depending on system size, interconnection voltage, and other interconnection requirements. For the purposes of establishing a base bid, Respondents should assume interconnection cost of \$0.10 per Watt.

Year 1 Lease Payment	\$_____ /acre	Annual Lease Escalator	_____ %/year
Year 1 Total Lease Payment	\$_____	Total Payments to City over Contract Length (20 Years)	\$_____

For a land lease for the purposes of siting a Solar Energy System with the intent of entering a Power Purchase Agreement (PPA) in which the City would purchase electricity produced at the site and receive credit for the local, renewable electricity. The Respondent hereby agrees to charge the City of Farmers Branch the following amounts per kWh to lease 22.943 acres for the construction and operation of a solar energy system for 20 years,

Interconnection costs can vary widely depending on system size, interconnection voltage, and other interconnection requirements. For the purposes of establishing a base bid, Respondents should assume interconnection cost of \$0.10 per Watt.

Contract Year	\$/kWh
1	_____
2	_____
3	_____
4	_____
5	_____
6	_____
7	_____
8	_____
9	_____
10	_____
11	_____
12	_____
13	_____
14	_____
15	_____
16	_____
17	_____

18	
19	
20	

A Respondent may attach any alternative lease arrangement(s) that the Respondent wishes to include with its proposal

APPENDIX 2: SOLAR FEASIBILITY STUDY

APPENDIX 3: SITE SURVEY