



**REQUEST FOR PROPOSAL (RFP) TITLE:
Horn Rapids Landfill Gas-to-Fuel Project**

DUE DATE: Friday, May 26, 2017 - **3:00 p.m. Exactly, Pacific Local Time**

BUYER: Cathy Robinson, purchasing@ci.richland.wa.us, (509) 942-7710

ALTERNATE BUYER: Barb Raney, purchasing@ci.richland.wa.us, (509) 942-7710

Pre-bid Conference

A pre-bid conference will be held on Wednesday, May 10, 2017 at 9:00 a.m. at the Horn Rapids Landfill, located at 3102 Twin Bridges Road, Richland, WA 99354.

Electronically Submitted Proposals are hereby solicited and shall only be submitted using: www.publicpurchase.com website. Responses delivered by hand, fax, telephone or email or any postal carrier will not be accepted.

Important Notice to Bidders

Prospective Proposers who do not obtain Solicitation Documents directly from the City of Richland's designated website at PublicPurchase.com should register receipt of the solicitation through Public Purchase website at:

<http://www.publicpurchase.com/gems/richland,wa/buyer/public/home>

By registering, the prospective proposer will be placed on the City's notification list for any forthcoming addendum or other official communications.

Failure to register as a prospective proposer may cause the proposer's submittal response to be rejected as non-responsive if the proposer has submitted a submittal response without acknowledgement of issued addenda or if the proposer fails to submit revised required documents.

SECTION 1 GENERAL INFORMATION

1.1 Purpose

The City of Richland, Washington (City) is seeking to enter into a long-term Landfill Gas (LFG) Purchase Agreement with a qualified landfill gas to energy (LFGE) Developer.

The Horn Rapids Landfill is an active municipal solid waste disposal site. The landfill opened in 1974 and has an existing permitted footprint of 46 acres. The current landfill cell is expected to reach capacity in 2020. Half of the landfill was closed in 2011 (Phase 1, 23 acres). A landfill gas collection and disposal system was installed and placed in service as part of the landfill's phase 1 closure. When the site reaches capacity, the LFG system will be expanded to cover phase 2.

- The City is interested in receiving proposals to enter into an agreement for the purchase of LFG from the Horn Rapids Landfill.

Additional detail in Section 3, Scope of Work.

- A. The City of Richland is interested in utilizing the Horn Rapids Landfill Gas that is currently flared, as an environmental and sustainable source of revenue. Generating electrical energy has been deemed infeasible because the economic value of the electrical energy in this area is low and a project connecting to the local electric distribution grid is very complex and expensive.
- B. The City of Richland is seeking a qualified Full Service Developer to purchase the landfill gas and convert it into renewable natural gas for use as a transportation fuel.
- C. The City of Richland invites qualified Full Service Developers to submit proposals to provide Financing, Designing, Site Preparation and Equipment Installation, Operation and Marketing services to convert the Horn Rapids Landfill gas into a renewable transportation fuel as detailed in Section 3 Scope of Work.
- D. The successful Proposer must meet the following objectives:
 - a. Have the engineering resources and experience to convert the landfill gas generated at Horn Rapids Landfill into Renewable Natural Gas(RNG)
 - b. At no cost to the City, provide financing for a facility to receive and condition the landfill gas into renewable natural gas
 - c. Provide details on the approach to convert the Horn Rapids landfill gas into RNG and revenue for the City of Richland.
 - d. Provide documentation on how the proposer will deliver the renewable natural gas to the transportation marketplace.
 - e. Provide proposed contract terms describing the revenues to be shared with the City and the terms and conditions affecting revenues for the project over the term of the contract period.

1.2 Pre-proposal Conference

A pre-proposal conference, if necessary, will be held at the time and date indicated on the cover page. All prospective Proposers are strongly encouraged to attend. The intent of the pre-proposal conference is to assist the Proposers to more fully understand the requirements of the RFP. Proposers are encouraged to submit questions in advance to enable the City to prepare responses; these questions should be emailed to the buyer(s). Questions will be encouraged during the pre-proposal conference call as well.

1.3 Term of Contract

The intended term of this contract will begin upon execution and continue for fifteen years (15) years, with the option of two five-year (5), mutually agreeable extension. Respondents to this RFP may propose adjusted terms to this intended plan.

1.4 Questions, Communications and Interpretation of the RFP

- A. No oral interpretations of the RFP will be made to any Proposer. All questions and any explanations must be requested in writing and directed to the Buyer no later than date specified in Section 1.5 Schedule or as extended per addendum. Oral explanations or instructions are not binding. Any information modifying a solicitation will be furnished to all Proposers by addendum.
- B. When submitting a question in regard to this RFP, use the following format:
 - 1. RFP Page Number
 - 2. RFP Section Reference
 - 3. Question
- C. Questions regarding this RFP may be electronically submitted via the Public Purchase website, or sent via email directed to the Buyer(s) shown on the cover page.
- D. A blackout period is established between the time a solicitation is issued by the City and the time the City awards the contract. After the issuance of any solicitation, all bidders, proposers, contractors, consultants or individuals acting on their behalf are hereby prohibited from contacting or lobbying any City employee, official or representative at any time during the blackout period. Communications concerning this RFP with other than the listed Buyer or Purchasing staff may cause the Proposer to be disqualified.

1.5 Schedule

Month/Day/Year	Event
April 30, 2017	Public announcement of Request for Proposals
May 10, 2017	Pre-proposal meeting at 9:00 a.m. Pacific Local Time at Horn Rapids Landfill
May 19, 2017	Last day to submit questions, in writing, by 3:00 pm, Pacific Local Time
May 26, 2017	Proposals due, 3:00 p.m. Exactly, Pacific Local Time
July 5, 2017	*Begin Interviews if applicable.
July 17, 2017	*Begin Negotiations
October 2, 2017	*Execute Contract

*NOTE: Dates preceded by an asterisk are estimated dates. Estimated dates are for information only.

1.6 Addenda

If at any time, the City changes, revises, deletes, clarifies, increases, or otherwise modifies the RFP, the City will issue a written Addendum to the RFP. Proposers must register for this RFP to be notified of addendum and new documents on this RFP. It is the Proposer's responsibility to check for addenda and other new documents on-line. Refer to Section 1.1 Important Notice to Bidders.

1.7 Late Proposals

Proposals, modifications of proposals, uploaded to www.publicpurchase.com after the exact hour and date specified for receipt will not be accepted.

1.8 Cancellation of RFP or Postponement of Proposal Opening

The City reserves the right to cancel this RFP at any time. The City may change the date and time for submitting proposals prior to the date and time established for submittal.

1.9 Examination of Proposal and Contract Documents

The submission of a proposal shall constitute an acknowledgement upon which the City may rely that the Proposer has thoroughly examined and is familiar with all requirements and documents pursuant with the RFP, including any addenda and has reviewed and inspected all applicable statutes, regulations, ordinances and resolutions addressing or relating to the services to be provided hereunder.

The failure of a Proposer to comply with the above requirement shall in no way relieve the Proposer from any obligations with respect to its proposal or to any Contract awarded pursuant to this RFP. No claim for additional compensation shall be allowed which is based upon a lack of knowledge or misunderstanding of this RFP.

1.10 Cost of Proposals

The City is not liable for any costs incurred by Proposer in the preparation and evaluation of proposals submitted.

1.11 Modifications of Proposal or Withdrawal of Proposal Prior to Proposal Due Date

At any time before the time and date set for submittal of proposals, a Proposer may submit a modification of a proposal previously submitted to the City. All proposal modifications shall be made in writing, executed and submitted in the same form and manner as the original proposal.

Proposals may be withdrawn by written notice received prior to the exact hour and date specified for receipt of proposals. A proposal also may be withdrawn in person by a Proposer or authorized representative provided their identity is made known and they sign a receipt for the proposal, but only if the withdrawal is made prior to the exact hour and date set for receipt of proposals. All requests for modification or withdrawal of proposals, whether in person or written, shall not reveal the amount of the original proposal.

1.12 Proposal Withdrawal After Opening

Except for claims of error granted by the City, no Proposer may withdraw a proposal after the date and time established for submitting proposals, or before the award and execution of a Contract pursuant to this RFP, unless the award is delayed for a period exceeding the period for proposal effectiveness. See Section 1.16 Proposal Effective Date.

Requests to withdraw a proposal due to error must be submitted in writing along with supporting evidence for such claim for review by the City. Evidence must be delivered to the City within two (2) business days after request to withdraw. The City reserves the right to require additional records or information to evaluate the request. Any review by the City of a proposal and/or any review of such a claim of error, including supporting evidence, creates no duty or liability on the City to discover any other proposal error or mistake, and the sole liability for any proposal error or mistake rests with the Proposer.

1.13 Error and Administrative Corrections

The City shall not be responsible for any errors in proposals. Proposers shall only be allowed to alter proposals after the submittal deadline in response to requests for clarifications or Best and Final Offers by the City.

The City reserves the right to allow corrections or amendments to be made that are due to minor administrative errors or irregularities, such as errors in typing, transposition or similar administrative errors.

1.14 Compliance with RFP Terms, Attachments and Addenda

- A. The City intends to negotiate a Contract based on the terms, conditions, attachments and addenda contained in this RFP. Proposers shall submit proposals, which respond to the requirements of the RFP.
- B. The City reserves the right at its sole discretion to reject any and all proposals received without penalty and not to issue a contract as a result of this RFP. The City also reserves the right at its sole discretion to waive minor administrative irregularities contained in any proposals.
- C. The City reserves the right to reject any proposal for any reason including, but not limited to, the following –
 - Any proposal, which is incomplete, obscure, irregular or lacking necessary detail and specificity;
 - Any proposal that has an unacceptable qualification, limitation, exception or provision attached to the proposal;
 - Any proposal from Proposers who (in the sole judgment of the City) lack the qualifications or responsibility necessary to complete the project;
 - Any proposal submitted by a Proposer which is not registered or licensed as may be required by the laws of the state of Washington or local government agencies;
 - Any proposal, from Proposers who are not approved as being compliant with the requirements for equal employment opportunity; and
 - Any proposal for which a Proposer fails or neglects to complete and submit any qualifications information within the time specified by the City.
- D. Proposers are strongly advised to not take exceptions to the terms, conditions, attachments and addenda; exceptions may result in rejection of the proposal. An exception is not a response to a proposal requirement. If an exception is taken, a 'Notice of Exception' must be submitted with the proposal. The 'Notice of Exception' must identify the specific point or points of exception and provide an alternative.

The City may, at its sole discretion, determine that a proposal with a 'Notice of Exception' merits evaluation. A proposal with a 'Notice of Exception' not immediately rejected may be evaluated, but its competitive scoring shall be reduced to reflect the importance of the exception. Evaluation and negotiation shall only continue with the Proposer if the City determines that the proposal continues to be advantageous to the City.

- E. In consideration for the City's review and evaluation of its proposal, the Proposer waives and releases any claims against the City arising from any rejection of any or all proposals, including any claim for costs incurred by Proposers in the preparation and presentation of proposals submitted in response to this RFP.
- F. Proposals shall address all requirements identified in this RFP. In addition, the City may consider proposal alternatives submitted by Proposers that provide cost savings or enhancements beyond the RFP requirements. Proposal alternatives may be considered if deemed to be in the City's best interests. Proposal alternatives shall be clearly identified.

1.15 Collusion

If the City determines that collusion has occurred among Proposers, none of the proposals from the participants in such collusion shall be considered. The City's determination shall be final.

1.16 Proposal Effective Date

The proposal shall remain in effect for 6 months after the proposal due date, unless extended by agreement.

1.17 Procedure When Only One Proposal is Received

If the City receives a single responsive, responsible proposal, the City may request an extension of the proposal acceptance period and/or conduct a price or cost analysis on such proposal. The Proposer shall promptly provide all cost or pricing data, documentation and explanation requested by the City to assist in such analysis. By conducting such analysis, the City shall not be obligated to accept the single proposal; the City reserves the right to reject such proposal or any portion thereof.

SECTION 2 PROPOSAL EVALUATION AND CONTRACT AWARD

2.1 Proposal Evaluation

- A. The City will evaluate proposals using the criteria set forth in this RFP. If deemed necessary, written and/or oral discussions, site visits or any other type of clarification of proposal information may be conducted with those Proposers whose proposals are found to be potentially acceptable. Identified deficiencies, technical requirements, terms and conditions of the RFP, costs or prices, and clarifications may be included among the items for discussion. The discussions are intended to give Proposers a reasonable opportunity to resolve deficiencies, uncertainties and clarifications as requested by the City and to make the cost, pricing or technical revisions required by the resulting changes. In addition, the City may request additional business and administrative information.
- B. The City may find that a Proposer appears fully qualified to perform the project or it may require additional information or actions from a Proposer. In the event the City determines that the proposal is not within the Competitive Range the City shall eliminate the proposal from further consideration.

- C. The evaluation of Proposers' proposals and additional information may result in successive reductions of the number of proposals that remain in the Competitive Range. If applicable to the procurement, the firms remaining in the Competitive Range may be invited to continue in the proposal evaluation process, and negotiations.
- D. The City may enter negotiations with one or more Proposers to finalize Contract terms and conditions. Negotiation of a Contract shall be in conformance with applicable federal, state and local laws, regulations and procedures. The objective of the negotiations shall be to reach agreement on all provisions of the proposed Contract. In the event negotiations are not successful, the City may reject proposals.
- E. Upon completion of negotiations discussions with one or more Proposers, the City may issue to all remaining potentially acceptable Proposers in negotiations a request for Best and Final Offers. The request shall include notice that discussions are concluded, an invitation to submit a revised proposal with a Best and Final Offer, and a new submittal date and time.
- F. The City reserves the right to make a Contract award without written and/or oral discussions with the Proposers and without an opportunity to submit Best and Final Offers when deemed to be in the City's best interests. Contract award, if any, shall be made by the City to the responsible Proposer whose proposal best meets the requirements of the RFP, and is most advantageous to the City, taking into consideration price and the other established evaluation factors.
- G. The City is not required to award a Contract to the Proposer offering the highest revenue. The City shall have no obligations until a Contract is signed between the Proposer and the City. The City reserves the right to award one or more contracts as it determines to be in its best interest.
No cost chargeable to the proposed contract may be incurred before receipt of a fully executed contract.

2.2 Responsive and Responsible

A. Responsive

The City will consider all the material submitted by the Proposer, and other evidence it may obtain otherwise, to determine whether the Proposer is in compliance with the terms and conditions set forth in this RFP.

B. Responsible

In determining the responsibility of the Proposer, the City may consider:

- the ability, capacity and skill to perform the project and provide the service required;
- the character, integrity, reputation, judgment and efficiency;
- financial resources to perform the project properly and within the times proposed;
- the quality and timeliness of performance on previous contracts with the City and other agencies, including, but not limited to, the effort necessarily expended by the City and other agencies in securing satisfactory performance and resolving claims;
- compliance with federal, state and local laws and ordinances relating to public contracts;
- other information having a bearing on the decision to award the project.

- C. Failure of a Proposer to be deemed responsible or responsive may result in the rejection of a proposal.

2.3 Financial Resources and Auditing

If requested by the City, prior to the award of a contract, the Proposer shall submit proof of adequate financial resources available to carry out the execution and completion of work required by this contract.

The City of Richland reserves the right to audit the Contractor throughout the term of this contract to assure the Contractor's financial fitness to perform and comply with all terms and conditions contained within this contract. The City will be the sole judge in determining the Contractor's financial fitness in carrying out the terms of this contract.

2.4 Public Disclosure of Proposals

Submittals received by the City of Richland in response to this RFP become public records and are subject to Chapter 42.56 RCW, the Public Records Act. The Proposer should clearly identify in its proposal any specific information that it claims to be confidential or proprietary. After a decision to award the contract has been made, the proposals shall be available for inspection and copying by the public.

If the City receives a Public Records Act request to view the information so marked in the Proposer's submittal following an award, its sole obligations shall be to notify the Proposer (1) of the request and (2) of the date that such information will be released to the requester unless the Proposer obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If the Proposer fails to timely obtain a court order enjoining disclosure, the City of Richland will release the requested information on the date specified.

2.5 Certification Regarding Debarment, Suspension and Other Responsibility

If this Contract is a covered transaction for purposes of 49 CFR Part 29, the Contractor is required to verify that none of the Contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945. The Contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into. By signing and submitting this Contract, the Contractor certifies as follows:

The certification in this clause is a material representation of fact relied upon by the City of Richland. If it is later determined that the Contractor knowingly rendered an erroneous certification, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Contractor agrees to comply with the requirements of 49 CFR 29, Subpart C while performing this Contract and further agrees to include a provision requiring such compliance in its lower tier covered transactions.

2.6 Health Insurance Portability and Accountability Act (HIPAA)

The Health Insurance Portability and Accountability Act (HIPAA) of 1996, requires health information about an individual to remain secure and private. The Contractor shall comply with all HIPAA regulations in full. Information on this Act can be found at the Office of Civil Rights website: <http://www.hhs.gov/ocr/privacy/>.

2.7 Compliance with Section 504 of the Rehabilitation Act of 1973, as amended (Section 504) and the American with Disabilities Act of 1990 as amended (ADA)

Pursuant to Title II of the ADA, and Section 504, the City of Richland must not discriminate against people with disabilities in providing services, programs or activities even if those services, programs or activities are carried out by contractors. The Contractor agrees that it shall provide all programs, services, and activities to City employees or members of the public under this Contract in the same manner as the City is obligated to under Title II of the ADA, and Section 504 and shall not deny participation or the benefits of such services, programs, or activities to people with disabilities on the basis of such disability. Failure to comply with this section shall be a material breach of, and grounds for the immediate termination of, this Contract.

2.8 Non-Disclosure Obligation

Any data provided by the City either before or after Contract award shall only be used for its intended purpose. Contractors and Subcontractors shall not utilize nor distribute the City data in any form without the express written approval of the City.

While performing the work under this Contract, the Contractor may encounter personal information, licensed technology, Software, Documentation, drawings, schematics, manuals, data and other materials described as “Confidential”, “Proprietary” or “Business Secret”. The Contractor shall not disclose or publish the information and material received or used in performance of this Contract. This obligation is perpetual. The Contract imposes no obligation upon the Contractor with respect to confidential information which the Contractor can establish that: a) was in the possession of, or was rightfully known by the Contractor without an obligation to maintain its confidentiality prior to receipt from the City or a third (3rd) party; b) is or becomes generally known to the public without violation of this Contract; c) is obtained by the Contractor in good faith from a third (3rd) party having the right to disclose it without an obligation of confidentiality; or, d) is independently developed by the Contractor without the participation of individuals who have had access to the City’s or the third (3rd) party’s confidential information. If the Contractor is required by law to disclose confidential information the Contractor shall notify the City of such requirement prior to disclosure.

2.9 Independent Status of Contractor Ownership

The Proposer, and any and all employees of the Proposer or other persons engaged in the performance of any work or services required of the Proposer under this Agreement, are independent contractors and shall not be considered employees of the City. Any and all claims that arise at any time under any Workers’ Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a third party as a consequence of any act or omission on the part of the Proposer’s employees or other persons engaged in any of the work or services required to be provided herein, shall be the sole obligation and responsibility of the Proposer.

SECTION 3 SCOPE OF WORK

3.1 Introduction/Background Information

- A. The City of Richland (City) is a rapidly growing City located in Benton County at the confluence of the Columbia and Yakima rivers in Southeastern Washington. Richland and its sister cities of Kennewick, Pasco and West Richland make up the Tri-Cities Metropolitan Statistical Area (MSA) (population 262,500). Richland is the third largest City with 53,410 residents. The City has a City Manager-Council form of government, was incorporated in 1958, and operates as a first class City under the Revised Code of Washington Title 35 (RCW 35).
- B. Richland is a full-service City composed of ten departments, with a budget of \$258 million of which roughly \$55 million is General Fund. The City provides citizens with general government, public safety, public works, planning and community development, housing programs, as well as parks and recreational programs. The City operates an electric distribution utility, solid waste landfill-collection system, public library, and administers the consolidated regional emergency management and a 911 dispatch center.
- C. The City of Richland Washington has a staff of approximately 550 employees. Less than 500 are full/part time with an additional seasonal flux of up to 50. More than half of the employees report to Public Works, Electrical Utility (Energy Services), Public Safety (Fire and Police) as well as the Parks Department.
- D. The City of Richland owns and operates the Horn Rapids Landfill (HRL) and is seeking to enter into a long-term LFG Purchase Agreement with a qualified LFGE Developer. The landfill is unlined and the landfill site is underlain and surrounded with fine sandy soils. The City currently operates a Landfill Gas Collection System that flares the captured gas. The current primary objective for the landfill gas collection system is control of volatile organic chemicals that have been deemed to be carried to the underground aquifer by landfill gas. The City's responsibility for volatile organic chemical contamination is regulated by Washington State law.
- The City and the Developer will enter into a Gas Purchase Agreement for the purchase of the LFG and a Site Lease Agreement for any of the Developer's equipment that may be located at the landfill site. During negotiations, the Developer can suggest GCCS improvements, and in addition to the already planned expansion of the GCCS to increase the availability of LFG, operational changes to improve LFG quality will be considered.
- The Developer will be responsible for obtaining environmental permits for their equipment and processes.
- E. Information regarding the landfill is provided in the Appendices, including:
- Site Map (Appendix A);
 - Projected future LFG recovery (Appendix B);
 - Record Drawings and Operations Manual for the GCCS (Appendix C);
 - GCCS operating data (Appendix D);
 - Solid Waste Fleet and Fuel Consumption Information (Appendix E);
 - Fleet Alternative Fuel Study (Appendix F);

- F. Landfill Gas Availability - City recently completed a new LFG recovery projection for the HRL. These projections can be found in Appendix B.
City does not guarantee the quantity of LFG recovery. Submittal of a proposal constitutes acknowledgement that the quantity of LFG collected may be different than shown in this RFP and can be affected by the operation of the GCCS, and that the operation of the GCCS may be affected by regulatory requirements.
- G. Gas Collection Control System – Appendix C contains drawings of the GCCS. Recent wellfield and flare station operating data is contained in Appendix D. City will continue to manage the operation of the GCCS as directed by our Engineering Consultant to meet operational needs and permit conditions.
The existing GCCS includes a 265 scfm open flare.
- H. Landfill Gas Characteristics – No laboratory analysis has been completed. City currently tracks flow, methane content, oxygen and carbon dioxide levels as well as temperature and pressure as provided in Appendix D. One time readings for hydrogen sulfide were recently collected and the results are also provided in Appendix D.
- I. Project Site - Potential locations for the Developer's LFGE facilities are shown on the site map in Appendix A.
- J. Points of Interface with the City – At HRL, it can be assumed that LFG will be available at the discharge of City's blowers.
- K. The City is not presently capable of deploying CNG vehicles or equipment to participate as an end user of the CNG fuel created by this project. The City may consider becoming a CNG consumer based on the outcome of this RFP and the terms presented by the Proposal.
- L. Basin Disposal, Inc., located in Pasco, Washington owns a CNG fueling station and has begun converting its regional solid waste collection fleet to CNG. The City may consider an agreement with Basin Disposal, Inc. by which Basin Disposal, Inc. would be a consumer of CNG generated at the HRL.
- M. Cascade Natural Gas Company is the regional retail provider of natural gas in the Richland area.

3.2 Scope of Services

Proposer shall:

- A. Have the capacity to provide full services for the purchasing, conditioning, and marketing of all the Horn Rapid landfill gas generated, current and future
- B. Maintain and operate equipment in a clean and sanitary condition and in accordance with all regulatory requirements.
- C. Work cooperatively with the City to resolve any operation/maintenance type issues that may occur.
- D. Provide specific details about the method and equipment used for gas conditioning, storing, transporting-marketing in the proposal.
- E. Not destroy or incinerate any landfill gas without written approval by the City. Developer shall provide the City with written certification for all materials diverted away from the landfill.
- F. Assume full responsibility and liability for the conditioning and marketing of all landfill gas generated at the Horn Rapids Landfill.
- G. Provide a description of the proposed markets or processors that will be utilized in the execution of this agreement.

- H. Specify the location and operating hours of the facility it proposes to receive materials. The City shall have the right to inspect the facility and its operating records to ensure contract compliance with landfill gas handling and conditioning into renewable natural gas.

3.3 Proposal Questions and Proposer's Response

- A. Proposals shall include responses to the information presented in Section 3.4, B. Organization and Assembly of Proposal. Proposals submitted without answers provided will not be considered complete and will be scored accordingly. Question responses need to be specific, detailed and straightforward using clear, concise, easily understood language.
- B. Proposers answering the proposal questions shall examine the entire Request for Proposal document, including instructions, terms and conditions, contract, specifications and applicable standards and regulations. Failure to do so shall be at the Proposer's risk.

3.4 Proposal Submittal and Organization

Proposals will only be accepted from Proposers able to complete the delivery of services described in the scope of work. Joint ventures shall submit one proposal for the team, with accompanying proof of the joint venture agreement.

If a company chooses not to submit a proposal, the City kindly requests the Proposer to state the reason they did not submit a proposal.

A. Submittal of Proposals

1. Registration

To submit a proposal, a company or firm must register with PublicPurchase.com. Visit the City of Richland website at: [Richland, WA - Official Website - Public Purchase](#) for instructions to register. Register as early as possible and do not wait until the due date as the registration process may take some time to complete.

2. Electronic Submittal

- a. Submit one (1) electronic submittal, in pdf format.
- b. The electronic submittal shall be limited to the documents listed in Subsection B, Organization and Assembly of Proposal, below and shall not include additional brochures, booklets or other sales materials that are not specifically requested in the RFP. Supplemental materials may be submitted as specified below in 3. Supplemental Information.

3. Supplemental Information

Additional brochures, booklets or other sales material that are not specifically requested in the RFP may be submitted separate than the proposal and labeled as 'Supplemental Information'.

4. Delivery of Proposal

- A. Electronic submittal only. Responses delivered by hand, fax, telephone or email or any postal carrier will not be accepted.
- B. Proposals shall contain all required attachments and information submitted prior to the specific date and time, using the www.publicpurchase.com website.

- C. The City of Richland cannot guarantee internet access. It is strongly recommended that you respond 24 hours prior to the proposal closing date and time. Proposer accepts all risks for uploading their proposal by closing date and time for submittal.
- D. If proposer uploads a file to Public Purchase, it is the proposer’s responsibility to ensure the file is not corrupt or damaged. If the City is unable to open an attachment because it is damaged, corrupt, infected, etc., it may disqualify proposer’s submission.
- E. **The City is unable to verify if a proposal has been received until after the date and time of submittal.** Proposers can check their submission by returning to the home page of Public Purchase. The proposal will be shown in the Bids Responding To section.
- F. If you have any questions on how to respond to electronic submittals, contact vendor support at www.publicpurchase.com through Live Chat in the upper left corner of the webpage or email support@pbulicpurchase.com. Public Purchase staff is available Monday – Friday, 8 am to 5 pm Central Time.

B. Organization and Assembly of Proposal

Format: Electronic submittal, pdf format and shall fit onto a letter size, 8.5” x 11” page when printed. Pages shall be limited to single space, minimum 12 point font. Pages are defined as one side of an 8.5” x 11” sheet of paper.

Proposal is to be organized into the following Sections:

Section	Title
Preface	<ul style="list-style-type: none"> • Exhibit A – Proposer Signature and Submittal Page • 2014 Internal Revenue Service Form W-9 • Exhibit B – Conflict of Interest Form – between Developer and City
1	<i>Letter of Transmittal</i>
2	<p><i>Executive Overview</i></p> <p>Response should include an Executive Overview/Summary (approximately 5 to 10 pages) of the proposed service describing the approach, methodology, City’s responsibilities and overall schedule and cost.</p>
3	<p><i>Identification of Developer</i></p> <p>The Developer will provide the full legal name, address, and contact information of the responding entity. The ownership of this entity will be identified.</p> <p>The name(s) of, and contact information for, the individual(s) responsible for the RFP response, and for negotiation of a LFG Purchase Agreement, will be identified.</p>

4	<p><i>Developer’s Qualifications</i></p> <p>The Developer will provide background information on the firm, including: years in business; total annual revenue; organization structure; and experience of key personnel.</p> <p>Developer will identify and describe all operating or recently shut down (within the last five years) LFGE facilities owned and/or operated by the Developer. The information should include dates of operation, size, technology, location, energy purchaser and landfill owner.</p> <p>The Developer will provide detailed descriptions for three to five operating LFGE projects that the Developer feels best represent his experience relevant to this RFP. The following information will be provided for these projects:</p> <ul style="list-style-type: none"> • Project name and location; • Project type, facility description, and size; • Landfill owner and energy purchaser; • Date of commencement of operation, project availability (uptime), and capacity factor. Discuss reasons for the inability to meet availability and capacity factor targets, if not achieved; • Identify environmental compliance issues, if any; • Arrangement for operation/maintenance of the GCCS; and • Form of compensation to the landfill owner. <p>A contact person at the host landfill and energy purchaser must be identified which City can contact as references.</p> <p>The Developer will identify any of the Developer’s LFGE projects that have terminated operation within the last 10 years, prior to expiration of their LFG utilization agreements, and the reasons why operation was terminated.</p> <p>The Developer will identify any LFGE project where, in the last 10 years, the Developer was awarded the LFG utilization rights and it took longer than three years to bring the LFGE project online, and/or where LFG utilization rights agreements were terminated due to failure to bring an LFGE project online in a timely manner (or for any other reasons).</p> <p>In an appendix, the Developer will provide copies of the Developer’s last two annual audited financial reports, or their equivalent.</p>
5	<p><i>Description of Proposed LFGE Project</i></p> <p>Developers will describe the project (or projects) they expect to develop in response to this RFP, and if appropriate an alternative project (or projects) to the primary project. The description should as a minimum identify:</p> <ul style="list-style-type: none"> • LFGE technology employed; • LFGE facility design capacity; • Site size/dimensions; • Expected 15-year, year-by-year LFG consumption and energy production; and • Air emissions and air permitting strategy. <p>The Developer will identify the expected purchaser of his energy product, and/or outline his plan and schedule for securing an energy purchaser. The Developer will summarize his expectations for energy pricing, and the basis for these expectations.</p>

	The Developer will describe how the Developer intends to finance the project.
6	<p><i>Project Development Schedule</i></p> <p>The Developer will provide an expected project development schedule, expressed in months after notification of award. As a minimum, the Developer should show early completion dates and late completion dates for the following key milestones:</p> <ul style="list-style-type: none"> • Execution of a LFG Purchase Agreement; • Submittal of permit applications; • Execution of energy sales agreement; • Commencement of construction; and • Initiation of commercial operation. <p>City will want to reserve the right to terminate a LFG Purchase Agreement for the Developer's failure to meet the late completion dates specified by the Developer. The Developer can offer alternatives to termination in his proposal (i.e., per day delay payments to City).</p> <p>City is concerned that City might encumber the LFG utilization rights with a Developer, and the Developer may not make as expeditious use of the LFG as possible</p>
7	<p><i>Compensation to City</i></p> <p>Developer must include proposed compensation terms for royalty payments, fixed percentage of gross revenue, variable percentage of gross revenue or fixed monthly payment. Developer can submit any compensation approach, as long as the calculation methodology is transparent and verifiable. Developer should also indicate whether compensation proposed includes the sharing of any tax incentives, tax benefits, renewable energy certificates, assistance payments, or other financial or monetary benefits received by virtue of the characterization of LFG as a renewable energy resource.</p> <p>The Developer must provide an initial proposed term sheet for City's consideration. The document should be included as an appendix to the proposal.</p>
8	<p><i>Attestation</i></p> <p>The proposal must be signed by an officer of the entity that is making the proposal, attesting that:</p> <ul style="list-style-type: none"> • The individual signing the proposal has the authority to make the proposal; • The contents of the proposal are truthful and accurate; and • The proposal is valid for 180 days. <p>The name and title of the individual must be shown below the signature, along with the date of the signature.</p>

3.5 RFP Evaluation Components/Criteria

The City's Evaluation Team will use the following criteria to evaluate each Consultant proposal received

Criteria	Points
Assembly of Proposal	5
Approach and understanding of requirements	15
Experience of Developer	15
- Experience on LFG Recovery/Control Projects	
- Experience on Similar LFGE Projects	
- Project References	
Technical Approach	15
- Description of Proposed LFGE Project	
- Energy Sale Plan(s) and Commitments	
- Compliance with City Requirements and Goals	
- Development Schedule/Milestones	
Financial Qualifications of Developer	10
Compensation to City	40
Total Written Points	100
Interviews/Oral Presentations/Demos	50
Total Points Possible	150

SECTION 4 CONTRACT

4.1 Acceptance of Contract

- A. The City is looking for a strategic long-term partner and understands that specific contract terms will be negotiated after selection of a successful Proposer.
- B. The scope of work described herein will be authorized by Contract. The final contract scope and schedule will be negotiated with the selected Proposer.
- C. Proposers shall include with their submittal a sample contract template for the City to review.

4.2 Required Terms and Conditions

As a government agency, subject to Chapter 42.56 RCW, Washington State Public Records Act, the City is required to include the following clause into any negotiated contract. While the City is open to negotiation of a contract, please be advised the City must comply with all components of the Public Records Act.

AVAILABILITY OF RECORDS FOR PUBLIC INSPECTION

- a) As a public contract, all records prepared, generated or used by Proposer or its agents, employees and subcontractors relating to this Agreement and associated work (hereinafter "public records") may be subject to disclosure under the Washington State Public Record Act, Chapter 42.56 RCW.

- b) Proposer shall maintain and retain all such public records in a manner that is readily accessible for a minimum term of no less than three (3) years following completion of the contract work. City shall have the right to timely review all such public records upon request. Proposer shall provide copies of any public records requested by City within 30 days of City's request. If City requests that copies of public records be provided to City in an electronic format, said records shall be provided at no cost to City. If paper copies are requested by City, City shall pay \$.10 per page. Payment for paper copies shall be rendered to Proposer within 20 days of receipt.
- c) All records subject to a public disclosure request will be provided to a requester unless exempted from disclosure by law. The City's decision to exempt or redact any public record shall be based only upon valid exemptions that apply to the City. City will not refrain from disclosing any record under an exemption that may be personal to Proposer. In the event Proposer objects to release of any public record under this Agreement, Proposer may seek judicial approval to prevent such disclosure at its sole expense. City shall neither aid nor interfere with Proposer's request for an injunction to prevent disclosure of any public record under this Agreement.
- d) Proposer shall insert this provision in all contracts with subcontractors or agents providing services relating to this Agreement.

4.3 Insurance

The City will require a Developer, awarded a contract, to provide insurance coverage for the duration of an executed Agreement. The actual insurance requirements may include, but are not limited to, the following:

1. Automobile Liability: \$1,000,000 combined single limit, covering any auto and including MCS 90 and CA 99 48 endorsements.
2. Worker's Compensation: Coverage as required by the industrial insurance laws of the State of Washington.
3. Commercial General Liability: \$1,000,000 each occurrence, \$2,000,000 general aggregate, \$2,000,000 products & completed operations aggregate, and \$1,000,000 stop gap/employers' liability each accident. City of Richland named as an additional insured on the developers Commercial General Liability insurance with appropriate endorsement(s) for the work or exposures to the City.
4. Professional Liability: \$1,000,000 per claim and annual aggregate required for any design or engineer work.
5. Excess or Umbrella Liability: Limits not less than \$10,000,000 each occurrence and annual aggregate. This requirement may be satisfied instead by the Developer's Commercial General Liability and Automobile Liability, coverages or any combination thereof that achieves the overall required limits of insurance.
6. Builder's Risk Insurance: Builder's Risk insurance or Installation Floater as appropriate for the amount of the value of the project if project involves construction or equipment on the project site.
7. Pollution liability Insurance: \$1,000,000 per loss and \$1,000,000 annual aggregate naming the City an additional insured.
8. Property Insurance: All risk Property Insurance in the amount of the replacement value of the equipment or property once work completed on the project site if required by City.



RFP No:

Exhibit A – Proposer Signature and Submittal Page

We acknowledge that all Addenda _____ through _____ issued for this RFP have been examined as part of the proposal documents.		
Company:		
Address		City State/Zip
Authorized Representative Signature:	Print Name Title	
Email:	Phone:	Fax:



Exhibit B
City of Richland – Conflict of Interest Form

Project Title: Horn Rapids Landfill Gas-to-Fuel Project
RFP #: 17-0050

The developer being contracted must check one of the boxes on the worksheet below.

_____ (company name) has no known or actual, potential, or reasonably perceived, financial or other interest with any staff member, including City Council, at the City of Richland regarding the outcome of the project.

or

_____ (company name) has a potential or reasonably perceived financial or other interest with any staff member, including City Council, at the City of Richland regarding the outcome of the project, as described here:

Our firm proposes to mitigate the potential or perceived conflict according to the following plan:

or

_____ (company name) has an actual financial or other interest with any staff member, including City Council, at the City of Richland regarding the outcome of the project, as described here: