

RFQ NO. 2021-001

**“SOLID WASTE MANAGEMENT CONSULTING, ENGINEERING AND ENVIRONMENTAL MONITORING SERVICES”**



**DEPARTMENT OF SOLID WASTE MANAGEMENT**

**REQUEST FOR QUALIFICATIONS**

**SOLID WASTE MANAGEMENT CONSULTING, ENGINEERING AND ENVIRONMENTAL MONITORING SERVICES**

**RFQ NO. 2021-001**

**DUE DATE:  
MONDAY, JANUARY 04, 2021**

**DUE TIME:  
3:00 P.M., C.S.T.**

  
SOLID WASTE MANAGEMENT  
8601 N. JASMAN RD  
P. O. BOX 1079  
EDINBURG, TX 78540  
TEL: (956) 381-5635 FAX: (956) 292-2120

**2020-2021  
CITY OFFICIALS**

RICHARD MOLINA, MAYOR  
GILBERT ENRIQUEZ, MAYOR PRO-TEM  
JORGE SALINAS, COUNCILMEMBER  
DAVID WHITE, COUNCILMEMBER  
JOHNNY GARCIA, COUNCILMEMBER  
RON GARZA, CITY MANAGER

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## ARTICLE II. REQUEST FOR STATEMENT OF QUALIFICATIONS

The City of Edinburg is soliciting sealed request for statement of qualifications; hereinafter referred to as RFQ, to be received by the City Secretary's Office located at 415 W. University Drive, Edinburg, Texas 78541. City of Edinburg normal business days are Monday through Friday between the hours of 8:00 a.m. to 5:00 p.m. and shall be closed on recognized holidays.

RFQ'S will be received until **3:00 p.m. Central Time**, on **Monday, January 4, 2021**, shortly thereafter all submitted RFQ'S will be gathered and taken to the Edinburg City Hall Community Room, 1st Floor, to be publicly opened and read aloud. Any RFQ received after the closing time will not be accepted and will be returned to the submitter unopened. It is the responsibility of the submitter to see that any RFQ submitted shall have sufficient time to be received by the City Secretary's Office prior to the RFQ opening date and time. The receiving time in the City Secretary's Office will be the governing time for acceptability of the RFQ's. RFQ's will not be accepted by telephone or facsimile machine. All RFQ'S must bear original signatures and figures. The RFQ shall be for:

### **RFQ # 2021-001 SOLID WASTE MANAGEMENT CONSULTING, ENGINEERING, AND ENVIRONMENTAL MONITORING SERVICES**

**Respondents receiving a "NOTICE TO RESPONDENTS" and/or "REQUEST FOR STATEMENT OF QUALIFICATIONS" notice in the mail or reading same in the newspaper are advised that the solicitation documents can be downloaded from the City of Edinburg web page address: [www.cityofedinburg.com](http://www.cityofedinburg.com), or may obtain copies of same by contacting the office of: LORENA FUENTES, PURCHASING AGENT, LOCATED AT 415 W. UNIVERSITY DRIVE, EDINBURG, TX 78541 by calling (956) 388-1895 Ext. 8972 or by e-mailing your request to the following e-mail address: [lfuentes@cityofedinburg.com](mailto:lfuentes@cityofedinburg.com). If you have any questions or require additional information regarding this RFQ, please contact Mr. Ramiro L. Gomez, Jr., Director SWM, at (956) 381-5635.**

**Hand Delivered RFQ's:**                      415 W. University Drive  
C/o City Secretary Department (1st Floor)

**If using Land Courier (i.e.FedEx, UPS):**                      City of Edinburg  
C/o City Secretary  
415 W. University Drive Edinburg, Texas 78541

**If Mailing RFQs:**                      City of Edinburg  
C/o City Secretary  
P.O. Box 1079  
Edinburg, Texas 78540-1079

The City of Edinburg reserves the right to refuse and reject any or all RFQ's and to waive any or all formalities or technicalities and to accept the RFQ deemed most advantageous to the City, and hold the RFQ's for a period of **90 days** without taking action.



**RFQ's must be submitted in an envelope sealed with tape and prominently marked on the lower left hand corner of the envelope with corresponding RFQ number and title.**

**SECTION 2.01      DEVIATION FROM SPECIFICATION**

Please read your requirements thoroughly and be sure that the RFQ offered complies with all requirements/specifications noted. Any variation from the solicitation requirements/specifications must be clearly indicated by letter, on a point by point basis, attached to and made a part of your RFQ. If no exceptions are noted, and you are the successful respondent, it will be required that the SERVICE(S) be provided as specified.

**SECTION 2.02      PURPOSE**

1. The purpose of these solicitation documents is to execute a Professional Services Contract for:

**RFQ # 2021-001  
SOLID WASTE MANAGEMENT CONSULTING, ENGINEERING,  
AND ENVIRONMENTAL MONITORING SERVICES**

2. The SERVICES to be provided under this RFQ shall be in accordance with and shall meet all specifications and/or requirements as shown in this solicitation for RFQ. There is no intention to disqualify any respondent who can meet the requirements.

**SECTION 2.03      SUBMITTAL OF RFQ**

RFQs shall be submitted in sealed envelopes as called referenced on the attached solicitation. Eight (8) complete sets of One (1) **ORIGINAL** and Seven (7) **COPIES** of the response, no larger than 30 bound pages, must be submitted. In addition, a USB with a PDF file of response must be provided. RFQs submitted by facsimile (fax) or electronically shall **NOT** be accepted. Submittal of an RFQ in response to this solicitation constitutes an offer by the respondent. Once submitted, RFQ's become the property of the City of Edinburg and as such the City reserves the right to use any ideas contained in any RFQ regardless of whether that respondent/firm is selected. Submission of a RFQ in response to this solicitation, by any respondent, shall indicate that the respondent(s) has/have accepted the conditions contained in the RFQ, unless clearly and specifically noted in the RFQ submitted and confirmed in the contract between the City and the successful respondent otherwise. RFQs, which do not comply with these requirements, may be rejected at the option of the City. RFQs must be filed with the City of Edinburg before the deadline day and hour. No late RFQs will be accepted. They will be returned to respondent unopened (if properly identified). Failure to meet RFQ requirements may be grounds for disqualification.

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C/o City Secretary Department (1st Floor)**

**If using Land Courier (i.e. FedEx, UPS):**                      **City of Edinburg  
C/o City Secretary  
415 W. University Drive  
Edinburg, Texas 78541**

**If Mailing RFQs:**                                      **City of Edinburg  
C/o City Secretary**



**SECTION 2.04      RFQ PREPARATION COSTS**

The City of Edinburg shall not be held liable for any costs incurred by any respondent for work performed in the preparation of and production of a RFQ or for any work performed prior to execution of contract.

**SECTION 2.05      PREPARATION AND AUTHORIZATION TO BIND RESPONDENT TO RFQ**

RFQs MUST give full firm name and address of respondent, and be manually signed. Failure to do so will disqualify your RFQ. Person signing bid must show title or AUTHORITY TO BIND HIS/HER FIRM IN A CONTRACT.

Firm name and authorized signature must appear on each page that calls for this information. The legal status of the Respondent whether corporation, partnership, or individual, shall also be stated in the RFQ. A corporation shall execute the RFQ by its duly authorized officers in accordance with its corporate by-laws and shall list the state in which it is incorporated. A partnership Respondent shall give full names and addresses of all partners. All partners shall execute the RFQ. Partnership and Individual Respondent shall state in the proposal the names and addresses of all persons with a vested interest therein. The place of residence of each Respondent, or the office address in the case of a firm or company, with county and state and telephone number, shall be given after the signature.

**SECTION 2.06      ALTERATIONS/AMENDMENTS TO RFQ**

RFQ CANNOT be altered or amended after opening time. Alterations made before opening time must be initialed by respondent guaranteeing authenticity. No RFQ may be withdrawn after opening time without acceptable reason in writing and only after approval by the City of Edinburg.

**SECTION 2.07      TIME ALLOWED FOR ACTION TAKEN**

The City of Edinburg may hold RFQ/s 90 days after deadline without taking action. Respondents are required to hold their RFQ/s firm for same period of time.

**SECTION 2.08      RIGHT TO REJECT/AWARD**

The City of Edinburg reserves the right to reject any or all RFQs, to waive any or all formalities or technicalities, and to make such awards of contract as may be deemed to be the best and most advantageous to the City of Edinburg.

**SECTION 2.09      ASSIGNMENT**

Respondents are advised that the City of Edinburg shall not allow the successful respondent to sell, assign, transfer, or convey any part of any contract resulting from this RFQ in whole or in part, to a third party without the written approval of the City of Edinburg.

**SECTION 2.10      AWARD**

Respondents are advised that the City of Edinburg is soliciting RFQs and award shall be made to the respondent that in the opinion of the City of Edinburg is the best qualified.

**SECTION 2.11      NUMBER OF CONTRACTS**

The CITY reserves the right to award one, more than one, or no contract(s) in response to this RFQ.

**SECTION 2.12      STATUTORY REQUIREMENTS**

It shall be the responsibility of the successful respondent to comply with all applicable State & Federal laws, Executive Orders and Municipal Ordinances, and the Rules and Regulations of all authorities having jurisdiction over the work to be performed



hereunder and such shall apply to the contract throughout, and that they will be deemed to be included in the contract as though written out in full in the contract documents.

### **SECTION 2.13      NO RESPONSE TO RFQ**

If unable to submit a RFQ, respondent should return inquiry-giving reasons.

### **SECTION 2.14      EXCEPTIONS TO RFQ SPECIFICATIONS**

Although the specifications in the following sections represent the City's anticipated needs and requirements, there may be instances in which it is in the City's best interest to permit exceptions to specifications and evaluate alternatives. It is vital that the Qualified Respondent make very clear where exceptions are taken to the specifications and how the Qualified Respondent will provide alternatives. *However, THE CITY OF EDINBURG makes no implication that exceptions will be acceptable. Therefore, if and when allowed, exceptions, conditions or Statement of Qualifications to the provisions of the City's specifications must be clearly identified as such, together with reasons for taking exception, and submitted as a Statement of Clarification during the Statement of Clarification process. If the Qualified Respondent does not make clear that an exception is being taken and receive approval to take such exception, the City will assume the Qualified Respondent is, in its Statement of Qualifications, responding to and will meet the specifications and requirements of this RFQ.*

### **SECTION 2.15      PAYMENT**

The City of Edinburg will execute payment by mail in accordance with the State of Texas Pay Law after introduced to the City, and found to meet City of Edinburg specifications/requirements. No other method of payment will be considered.

### **SECTION 2.16      SYNONYM**

Where in this solicitation package SERVICES is used, its meaning shall refer to the request for qualifications.

### **SECTION 2.17      SOLID WASTE MANAGEMENT CONSULTING, ENGINEERING, AND ENVIRONMENTAL MONITORING SERVICES**

As specified in the General Requirements and Scope of Services.

### **SECTION 2.18      RESPONDENT'S EMPLOYEES**

Neither the Respondent nor his/her employees engaged in fulfilling the terms and conditions of this Service Contract shall be considered employees of the City. The method and manner of performance of such undertakings shall be under the exclusive control of the vendor on contract. The City shall have the right of inspection of said undertakings at any time.

### **SECTION 2.19      INDEMNIFICATION CLAUSE**

The Respondent agrees to indemnify and save harmless the City, from all suits and actions of every nature and description brought against them or any of them, for or on account of the use of patented appliances, products or processes, and he shall pay all royalties and charges which are legal and equitable. Evidence of such payment or satisfaction shall be submitted upon request of the Purchasing Agent, as a necessary requirement in connection with the final estimate for payment in which such patented appliance, products or processes are used.

### **SECTION 2.20      INTERPRETATIONS**

Any questions concerning the project and/or specifications/requirements with regards to this solicitation for statement(s) of qualifications shall be directed to the designated individuals as outlined in the RFQ. Such interpretations, which may affect the eventual outcome of this request for statements of qualifications, shall be furnished in writing to all prospective Respondents via Addendum. No interpretation shall be considered binding unless provided in writing by the City of Edinburg in accordance with paragraph entitled "Addenda and Modifications".





## **SECTION 2.21      VERBAL THREATS**

Any threats made to any employee of the City, be it verbal or written, to discontinue the providing of item/material/services for whatever reason and/or reasons shall be considered a breach of contract and the City will immediately sever the contract with the Respondent/Consultant on contract.

## **SECTION 2.22      CONFIDENTIAL INFORMATION**

Any information deemed to be confidential by the respondent should be clearly noted on the pages where confidential information is contained; however, the City cannot guarantee that it will not be compelled to disclose all or part of any public record under Texas Public Information Act, since information deemed to be confidential by the respondent may not be considered confidential under Texas Law, or pursuant to a Court order.

## **SECTION 2.23      PAST PERFORMANCE**

The respondent's successful completion and experience in projects within the primary areas listed in the scope of work requested in this RFQ will be a major consideration. Furthermore, Respondents past performance, with projects for the City of Edinburg, shall also be taken into consideration in the evaluation of RFQ submittal.

## **SECTION 2.24      JURISDICTION**

Contract(s) executed as part of this solicitation shall be subject to and governed under the laws of the State of Texas. Any and all obligations and payments are due and performable and payable in Hidalgo County, Texas.

## **SECTION 2.25      RIGHT TO AUDIT**

The City of Edinburg reserves the right to audit the vendor's books and records relating to the performance of this contract. The City of Edinburg, at its own expense, shall have the right at all reasonable times during normal business hours and upon at least twenty-four (24) hours' advance notice, to audit, to examine, and to make copies of or extracts from the books of account and records maintained by the vendor(s) with respect to the Supply/Service and/or Purchase Contract. If such audit shall disclose overpayment by City to vendor, written notice of such overpayment shall be provided to the vendor and the amount of overpayment shall be promptly reimbursed by vendor to the City. In the event any such overpayment is not paid within five (5) business days after receipt of such notice, the unpaid amount of such overpayment shall bear interest at the rate of one percent (1%) per month from the date of such notice until paid.

## **SECTION 2.26      VENUE**

The parties agree that venue for purposes of any and all lawsuits, cause of action and/or any other dispute(s) shall be in Hidalgo County, Texas.

**IF YOU HAVE ANY QUESTIONS ABOUT COMPLIANCE, PLEASE CONSULT YOUR OWN LEGAL COUNSEL. COMPLIANCE IS THE INDIVIDUAL RESPONSIBILITY OF EACH PERSON OR AGENT OF A PERSON WHO IS SUBJECT TO THE FILING REQUIREMENT. AN OFFENSE UNDER CHAPTER 176 IS A CLASS "C" MISDEMEANOR.**

## **SECTION 2.27      CONFLICT OF INTEREST**

CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE Effective January 1, 2006, Chapter 176 of the Texas Local Government Code 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 records administrator of the City of Edinburg not later than the 7th business day after the date the person becomes aware of



facts that require the statement be filed. See Section 176.006, Local Government Code. 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. For more information or to obtain Questionnaire CIQ visit the Texas Ethics Commission web page at [www.ethics.state.tx.us/forms/CIQ.pdf](http://www.ethics.state.tx.us/forms/CIQ.pdf).

### **SECTION 2.28      CERTIFICATE OF INTERESTED PARTIES (FORM 1295)**

(25) In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. For more information go to the Texas Ethics Commission web page at [www.ethics.state.tx.us/forms/CIQ.pdf](http://www.ethics.state.tx.us/forms/CIQ.pdf).

### **SECTION 2.29      CONFIDENTIALITY OF INFORMATION AND SECURITY**

Should the successful respondent become the holder of and have access to confidential information in the process of fulfilling its responsibilities in connection with an awarded contract the successful respondent agrees that it shall keep such information confidential and will comply fully with the laws and regulations of the State of Texas, City Ordinances and applicable federal laws and regulations relating to confidentiality.

### **SECTION 2.30      TERMINATION OF CONTRACT**

The City of Edinburg reserves the right to terminate the contract if, in the opinion of the City of Edinburg, the successful vendor's performance is not acceptable, no funds are available, or if the City wishes, without cause, to discontinue this contract. Termination will be in written form allowing a 30-day notice.

### **SECTION 2.31      RESPONSE DEADLINE**

Responses to the RFQ must be addressed to Mr. Ramiro L. Gomez, Jr., Director SWM, City of Edinburg, 415 W. University Drive by January 04, 2021 until 3:00 p.m. for consideration. **Eight (8) complete sets of One (1) Original and seven (7) copies of the response, no larger than 30 bound pages, must be submitted** no later than this date and time in a **sealed envelope** indicating that its contents are in response to the RFQ for "**RFQ # 2021-001 SOLID WASTE MANAGEMENT CONSULTING, ENGINEERING, AND ENVIRONMENTAL MONITORING SERVICES**". In addition, a USB with a PDF file of response must be provided. Respondents are advised that all confidential records must be submitted in a separate sealed envelope and marked accordingly.

**Hand Delivered RFQ's:**

**415 W. University Drive  
C/o City Secretary Department (1st Floor)**

**If using Land Courier (i.e.FedEx, UPS):**

**City of Edinburg  
C/o City Secretary  
415 W. University Drive  
Edinburg, Texas 78541**

**If Mailing RFQs:**

**City of Edinburg  
C/o City Secretary**



### **SECTION 2.32      ADDENDA AND MODIFICATIONS**

Any changes, additions, or clarifications to the RFQ are made by amendments (addenda). Any respondent in doubt as to the true meaning of any part of the RFQ or other documents may request an interpretation from the Purchasing Division. At the request of the respondent, or in the event the Purchasing Division deems the interpretation substantive, the interpretation will be made by written addendum. Said Addenda shall be mailed, e-mailed, hand delivered and/or faxed, to all prospective respondents. All Addenda issued in respect to this RFQ shall be considered official changes to the original documents. Verbal statements in response to inquiries and/or requests for explanations shall not be authoritative or binding. It shall be the respondent's responsibility to ensure that they have received all Addenda in respect to this project. Furthermore, respondents are advised that they must recognize, comply with, and attach a signed copy of each Addendum, which shall be made part of their RFQ Submittal. Respondent(s) signature on Addenda shall be interpreted as the respondent's "recognition and compliance to" official changes as outlined by the City of Edinburg and as such are made part of the original solicitation documents. Failure of any respondent to receive any such addendum or interpretation shall not relieve such respondent from its terms and requirements. Addendums are available online at [www.cityofedinburg.com](http://www.cityofedinburg.com).

### **SECTION 2.33      EQUAL EMPLOYMENT OPPORTUNITY**

Respondent agrees that they will not discriminate in hiring, promotion, treatment, or other terms and conditions of employment based on race, sex, national origin, age, disability, or in any way violate Title VII of 1964 Civil Rights Act and amendments, except as permitted by said laws.

### **SECTION 2.34      CONFIDENTIAL INFORMATION**

Respondents are advised that all confidential records must be submitted in a separate sealed envelope and marked accordingly.

### **SECTION 2.35      DISQUALIFICATION OR REJECTION OF STATEMENT OF QUALIFICATIONS**

Qualified Respondent's may be disqualified for any of the following reasons:

1. The Qualified Respondent has failed to use the City's approved forms;
2. The Qualified Respondent has failed to adhere to one or more of the provisions established in this RFQ;
3. The Qualified Respondent has failed to submit its Statement of Qualifications in the format specified herein;
4. The Qualified Respondent has failed to submit its Statement of Qualifications before the deadline established herein;
5. The Qualified Respondent has failed to adhere to generally accepted ethical and professional principles during the Request for Qualifications process.

### **SECTION 2.36      QUANTITIES**

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



## **SECTION 2.37      CONTRACT**

A sample Professional Services Agreement is attached for review of all firms submitting an RFQ. Each firm must carefully review all sections and pay special attention to the indemnity and insurance portions of the agreement. Insurance requirements are included in the Agreement and they must be satisfied prior to the execution of the Agreement. Note that the City does not ordinarily allow modifications to the standard agreement.

## **SECTION 2.38      PRICING**

This contract is for professional services as defined in the Texas Government Code 2254 and price shall not be solicited. The City of Edinburg will select a firm on the basis of demonstrated competence and qualifications to perform the services described in this RFQ. Once the most qualified firm(s) are selected, a fair and reasonable price will be set. The professional fees under this contract may not exceed any maximum provided by law.

Compensation will be negotiated with the most highly qualified and experienced firm. Professional services will include the Professionals schedule of document preparation costs, as well as hourly rates. Upon completion of the work, the Professional will provide electronic files, plots, maps, exhibits, field notes, and/or other materials as requested by the City. Accepted negotiated prices must remain firm for the entire contract period, including any periods of extension or renewal. At the time of any renewal or extension of the contract, the City of Edinburg or the supplier may request a price adjustment based upon the economy. All requests for a price adjustment must include detailed documentation and rationale to support the requested adjustment. The party to whom a request for price adjustment is made may, in its sole discretion, accept or reject the request. Any price adjustment must be mutually agreed upon in writing by the parties, and shall be effective for the applicable renewal term.

## **SECTION 2.39      PRICE ADJUSTMENT**

Prices quoted for the commodities or services described in the solicitation must be firm for a period of one year from date of contract award. Any request for price adjustment must be based on the, U.S Department of Labor, Bureau of Labor Statistics, Producer Price Index (PPI). The price will be increased or decreased based upon the annual percentage change in the PPI. The maximum escalation will not exceed +/- 8% for any individual year. The escalation will be determined annually at the renewal date. Should the PPI change exceed a minimum threshold value of +/-1%, then the stated eligible bid prices shall be adjusted in accordance with the PPI change not to exceed the 8% limit per year. The supplier should provide documentation as percentage of each cost associated with the unit prices quoted for consideration. Request must be submitted in writing with supporting evidence for need of such increase to the Director of Solid Waste Management at least 60 days prior to contract expiration of each year. Respondent must also provide supporting documentation as justification for the request.

Upon receipt of such request, the City of Edinburg reserves the right to: either accept the escalation as competitive with the general market price at the time, and become effective upon the renewal date of the contract award or reject the increases within 30 calendar days after receipt of a properly submitted request. If a properly submitted increase is rejected, the Contractor may request cancellation of such items from the Contract by giving the City of Edinburg written notice. Cancellation will not go into effect for 15 calendar days after a determination has been issued. Pre-price increase prices must be honored on orders dated up to the official date of the City of Edinburg approval and/or cancellation.

The request can be sent by e-mail to: [rgomez@cityofedinburg.com](mailto:rgomez@cityofedinburg.com) noting the solicitation number. The City of Edinburg reserves the right to accept, reject, or negotiate the proposed price changes.

## **SECTION 2.40      PAYMENT**

The method of payment to the selected firms shall be on a time-and-material basis. This amount shall include labor, overhead, profit and expenses including transportation, communications, and materials. Progress payments will be based on actual hours and contract hourly rates charged to a particular task on a monthly basis. Each invoice



submitted to the City for payment shall contain a brief description of the work billed on that invoice, total billed to date, total paid to date and amount remaining.

## **SECTION 2.41      INSURANCE REQUIREMENTS**

1. Consultant must not commence work under this agreement until all required insurance has been obtained and such insurance has been approved by the City. Consultant must not allow any subcontractor to commence work until all similar insurance required of any subcontractor has been obtained.
2. Consultant must furnish to the contracting Department with the signed agreement a copy of Certificates of Insurance (COI) with applicable policy endorsements showing the following minimum coverage by an insurance company(s) acceptable to the City. The City must be listed as an additional insured on the General liability and Auto Liability policies, and a waiver of subrogation is required on all applicable policies. Endorsements must be provided with COI. Project name and or number must be listed in Description Box of COI.
3. Consultant shall be adequately insured and carry liability, workers compensation, automobile insurance and professional liability for injury to its employees and others incurring loss or injury as a result of the acts of Consultant or its employees. In accordance with City ordinances, Consultant shall be required to hold the following minimum insurance coverage throughout the duration of this agreement:

### **A. Workers Compensation**

**In accordance with State statute.**

### **B. Comprehensive General Liability**

#### **1. Bodily Injury**

**\$250,000 each person**

**\$500,000 each occurrence**

#### **2. Property Damage**

**\$100,000 each occurrence**

**\$100,000 each aggregate**

**or \$500,000 combined single limits**

### **C. Comprehensive Auto Liability**

#### **1. Bodily Injury**

**\$100,000 each person**

**\$500,000 each occurrence**

#### **2. Property Damage**

**\$100,000 each occurrence**

**\$100,000 aggregate**

**or \$500,000 combined single limits**

### **D. City's Protective Liability**

#### **1. Bodily Injury**

**\$250,000 each person**

**\$500,000 each occurrence**



- 2. **Property Damage**
  - \$100,000 each occurrence
  - \$100,000 each aggregate
  - or \$500,000 combined single limits

**E. Professional Liability**

- 1. **Professional**
  - \$1,000,000 per claim and in the aggregate

F. Evidence of the above insurance coverage is attached as **Exhibit "B"** and the City of Edinburg shall be listed as an additional insured.

G. If at any time and for any reason Consultant fails to provide, maintain, keep in force and effect, or deliver to the City proof of, any of the insurance required and such failure continues for ten (10) days after Notice thereof from City to Consultant, City may, but shall have no obligation to, procure single interest insurance for such risks covering City (or, if no more expensive, the insurance required by this Agreement), and Consultant shall, within ten (10) days following City's demand and Notice, pay and reimburse City therefor with interest at Prime Rate plus 2%, the Prime Rate being that in place on the date of Notice, from the date of payment by the City until repayment of City in full by Consultant.

H. With respect to each and every one of the insurance policies required to be obtained, kept, or maintained under the terms of this Agreement, on or before the date on which each such policy is required to be first obtained and at least fifteen (15) days before the expiration of any policy required hereunder previously obtained, Consultant shall deliver evidence reasonably acceptable to City showing that such insurance is in full force and effect.

I. Consultant hereby agrees as follows:

1. To punctually pay or cause to be paid all premiums and other sums payable under each insurance policy required to be obtained, kept, and maintained pursuant to this Lease;
2. To maintain in full force and effect the policies required to be carried to the extent so required to be carried pursuant to the terms hereof;
3. To ensure that all Casualty Proceeds are paid to the Party entitled to receive same;
4. Not, at any time, to take any action (or omit to take action) which action (or omission) would cause any insurance policies required to be obtained, kept, and maintained under this Lease to become void, voidable, unenforceable, suspended, or impaired in whole or in part or which would otherwise cause any sum paid out under any such insurance policy to become repayable in whole or in part; and
5. Promptly deliver Notice to City of any facts or circumstances of which it is aware which, if not disclosed to its insurers or re-insurers, is likely to affect adversely the nature or extent of the coverage to be provided under any insurance policy required hereunder.

## ARTICLE III. GENERAL REQUIREMENTS AND SCOPE

### SECTION 3.01 INTRODUCTION

The City of Edinburg Department of Solid Waste Management is seeking statements of qualifications from firms licensed in Engineering and Geoscience with the capability to provide solid waste management consulting, engineering, construction and environmental monitoring services. These services must be rendered in accordance



with the regulations governing municipal solid waste in Texas under Texas Administrative Code, Title 30 Environmental Quality, Part 1 Texas Commission on Environmental Quality, Chapter 330 and its subchapters, rules, permit requirements, operations and client needs.

### **SECTION 3.02      BACKGROUND**

The City of Edinburg Solid Waste Management Department (“Department”) operates a comprehensive solid waste management system. The core components include a municipal waste collection, two Subtitle D compliant municipal solid waste landfills (a Type I MSW Landfill and a Type IV Construction and Demolition Landfill), a landfill gas collection system, landfill gas to energy facility, on-site borrow areas, recycling processing station, convenience centers (“CC”), closed municipal solid waste landfills, as well as recycling programs and educational programs.

### **SECTION 3.03      GENERAL INFORMATION**

The purpose of this Request for Qualifications (“RFQ”) is to qualify a firm to provide solid waste management consulting, engineering, and environmental monitoring services to the Department in the planning and administration of the solid waste management program. It is anticipated that the Department will enter into a contract with a qualified firm for a five (5) year period with the option of up to two (2) one (1) year extensions, with individual tasks assigned and negotiated on “as needed and as requested” basis during the term of the contract.

### **SECTION 3.04      TIME OF CONTRACT**

The Contract shall commence upon the issuance of a “Notice to Proceed” by the City of Edinburg and shall automatically renew each year, from the date of award by City of Edinburg Council, unless either party notifies the other prior to the scheduled renewal date in accordance with the provision of **Section 2.39 Price Adjustments**, or **Section 2.28 Termination of Contract**. At the sole option of the City of Edinburg, the Contract may be further extended as needed, not to exceed a total of six (6) months.

### **SECTION 3.05      EXPECTATIONS OF CITY OF EDINBURG AFTER THE CONCLUSION OF THE PROJECT**

The City of Edinburg wants to work with the awarded firm for a seamless start-to-finish project completion. The expectations include, but are not limited to, all services listed in **Section 3.14 Scope of Work**. RFQ submissions and subsequent documentation must comply with all Federal, State, and City of Edinburg laws, regulations, and licensing. The awarded firm will provide a competent and experienced contract administration liaison to work with the City of Edinburg and any selected contractor(s). Deliverables and specific project scopes will be determined in writing for each project awarded under this RFQ.

### **SECTION 3.06      FIRM RESPONSIBILITIES**

The awarded firm(s) shall perform all necessary actions as defined by each awarded contract that results from this RFQ. Due to the uniqueness and variability of projects subject to this RFQ, Firm responsibilities and project scopes, schedules and budgets shall be negotiated and agreed upon in writing at the time services are required.

### **SECTION 3.07      CITY OF EDINBURG RESPONSIBILITIES**

Similar to the Firm’s responsibilities above, the City of Edinburg shall perform all necessary actions as defined by each awarded contract as a result of this RFQ. Due to the uniqueness and variability of projects subject to this RFQ, the City’s responsibilities shall be negotiated and agreed upon in writing at the time services are required.



### **SECTION 3.08      PROFESSIONAL SERVICES REQUESTED**

All engineering services will be performed under the direct supervision of a Registered Professional Engineer licensed to practice in the State of Texas. The Engineer will seal all documents requiring the seal of a Professional Engineer. The services will meet or exceed the minimum standards of practice established by the Texas Board of Professional Engineers.

1. All professional services will be performed under the direct supervision of an appropriately registered or licensed professional; licensed or registered to practice in the State of Texas, if appropriate (i.e. Professional Engineer, Professional Geoscientist, Registered Professional Land Surveyor, etc.)
2. Firm must be registered and licensed to perform Engineering and Geoscience by the State of Texas and able to provide such services in the State. All fees and taxes are the responsibility of the offeror.
3. Copies of current licenses or certifications of the Firm, lead Engineer and Geoscientist or any other firm employee that will be signing and/or sealing official documents must be submitted.
4. The firm shall not substitute or replace the Lead Engineer or Lead Geoscientist or any other major staff involved with this contract without the written acceptance by the City of Edinburg.

### **SECTION 3.09      RFQ APPLICANT'S MINIMUM QUALIFICATION REQUIREMENTS**

To be deemed qualified and to contract with the City, the firm needs to specifically demonstrate their overall qualifications, licenses, education and experience in the listed categories and with specific tasks listed in **SECTION 3.14 SCOPE OF WORK**. At a minimum, the respondent must meet the following requirements and qualifications to be deemed eligible to proceed with the formal ranking of their RFQ. *Please provide the required information and attach all relevant information needed and requested for the evaluation of this portion of the submittal (note: a maximum one-page limit per team member). Résumés do not count towards the 30-page limit.*

1. The qualified respondent must have continuously operated as an established and licensed firm, by the State of Texas, providing Professional Engineering and Geoscience services for a minimum of five (5) years. Respondent must submit the following with its Statement of Qualifications: *Submit documentation demonstrating the time in business and all certifications, registrations and licenses held by the firm as outlined above.*
2. The qualified respondent must have a licensed Professional Engineer with no less than 20 years of experience in the solid waste industry and be able to provide Engineering Services to the City of Edinburg. *Please provide documentation of the required license and experience with your Statement of Qualifications.*
3. The Qualified Respondent must demonstrate the project team's, including the sub consultants, overall qualifications, technical expertise and experience in the solid waste management and environmental engineering field and their thorough understanding of the regulatory requirements affecting the siting, design, permitting, and construction of MSW Landfills as they relate to and their application towards their compliance under, but not limited to, 30 TAC §330, 30 TAC §332, 30 TAC §335, 30 TAC §305, 30 TAC §312, 30 TAC §328 and 30 TAC §281. The Respondent should demonstrate that the firm, specifically the assigned project managers and key personnel, have a minimum-combined experience of no less than 50 years in the solid waste field, specifically with Landfill related projects, with a documentable track record of their work, project submittals and acceptance from the Texas Commission on Environmental Quality. As part of the key personnel, the firm must staff a licensed professional Geoscientist with no less than 20 years of experience and a proven positive record with the Texas Commission on Environmental Quality for their





Ground Water Analysis submittals. Please provide documentation, record of submittals, and copies of the required education, licensure and experience, as defined under Texas Administrative Code, Title 30 Environmental Quality, Part 1 Texas Commission on Environmental Quality, Chapter 330 and its subchapters, with your Statement of Qualifications for the POR and for the qualified groundwater scientist, as defined under 30 TAC 330.3 (125); for the POR and QET for Liner Quality Control and Installation Certification as defined under RG-534

4. The firm and the assigned project managers, key personnel and sub consultants should illustrate their understanding of the various rules/regulations under, but not limited to: 30 TAC §330, 30 TAC §332, 30 TAC §335, 30 TAC §305, 30 TAC §312, 30 TAC §328 and 30 TAC §281, as they relate to permitting, compliance, design, and construction standards applicable to Landfill facility systems. Such facilities must include, but not be limited to, landfill disposal cell construction, ground water protection systems, bioreactor landfills, stormwater management systems, solid waste transfer stations, solid waste recycling facilities, household hazardous waste collection, solidification facilities, compost facilities and storage facilities, scale facilities, and other Landfill or MSW related facilities within the State of Texas and regulated by the TCEQ. Please provide documentation, record of submittals, and copies of the required education, licensure and experience, as defined under Texas Administrative Code, Title 30 Environmental Quality, Part 1 Texas Commission on Environmental Quality, Chapter 330 and its subchapters, with your Statement of Qualifications.
5. Applicants must be experienced in Local, State of Texas, and Federal regulations that may affect any and all aspects of the solid waste program and have a sound working relationship with regulators in the respective field(s) at the Texas Commission on Environmental Quality. The respondent should demonstrate experience with the Texas Administrative Code, including but not limited to the following sections: 30 TAC §330, 30 TAC §332, 30 TAC §335, 30 TAC §305, 30 TAC §312, 30 TAC §328 and 30 TAC §281. Applicants must provide information to demonstrate the firm's experience in the category(s) of services listed and with the services in **Section 3.14 Scope of Work**, including experience with other local government and regulatory agencies, as they relate to MSW or Landfill facilities within the State of Texas and regulated by the TCEQ. i.e. permit coordination with relevant agencies and local and state govts.
6. The qualified respondent must have performed at least five (5) solid waste landfill projects in relations to design and permitting, liner installation, ground water/ gas monitoring, financial assurance, Title V compliance and/or other related projects listed within **Section 3.14 Scope of Services** in the State of Texas and regulated by the TCEQ within the last five (5) years. At a minimum, one (1) of the projects must have been performed for a Texas Landfill that has a service area that is regional in nature (beyond its corporate limits), contracted with multiple local and private entities for disposal services, and with receiving rates in excess of 500K tons per year. Respondent must submit the following with its Statement of Qualifications: Submit documentation outlining the name of Client, their landfill work related projects, the service area of the landfill and a summary of the work performed demonstrating conformance with the requested experience.
7. The qualified respondent must not have any outstanding lawsuits nor have been involved in any lawsuits during the last five years that may materially affect its ability to provide the services described herein. In addition, the qualified respondent must not be currently involved in litigation with the City nor have been involved in litigation with the City during the last five years. Provide information on any lawsuits that would materially affect your ability to provide the work with your Statement of Qualifications.
8. The qualified respondent must not have any outstanding regulatory issues nor have had any regulatory issues during the last five years that may materially affect its ability to provide the services described herein. Provide information on any outstanding regulatory issues that would materially affect your ability to provide the work with your Statement of Qualifications.



### **SECTION 3.10      REFERENCES**

Applicants shall provide a list of all landfill and/or solid waste related projects in Texas within the last 10 years. These projects shall demonstrate the applicant's skills and capabilities in the category(s) of services listed in **Section 3.14 Scope of Work**. Please include the project name, project location, project term, client contact name, address, current contact and telephone number, and a brief description of the project. Clients listed as references must be for completed work on solid waste management disposal, permitting and design projects (i.e. cell construction, groundwater/gas monitoring analysis/reporting, design and permitting) that are similar to those identified in this solicitation under **3.14 Scope of Work**.

### **SECTION 3.11      SUBCONSULTANTS**

The Qualified Respondent may use subconsultants, to include laboratories, in connection with the work performed if awarded a contract. The term "Subconsultant" refers to firms or individuals subcontracted by the qualified respondent to provide Professional Services only. *Applicants shall provide a list of all Subconsultants to be utilized with any of the services listed in the RFQ; the applicant must then provide references and letters of interest for the subconsultants along with the documentation, record of submittals, and copies of the required education, licensure and experience in landfill and or solid waste related projects in Texas.*

Before using subconsultants, however, if not listed in the Statement of Qualifications at the time of selection, the Qualified Respondent must obtain prior written approval from the Department of Solid Waste Management. Qualified Respondent must also obtain prior written approval if changing any key personnel provided in the Statement of Qualifications. In using subconsultants, the Qualified Respondent is responsible for all their acts and omissions to the same extent as if the subconsultant and its employees were employees of the Qualified Respondent. All requirements set forth as part of the Contract are applicable to all subconsultants and their employees to the same extent as if the Qualified Respondent and its employees had performed the services.

### **SECTION 3.12      PROJECT MANAGEMENT**

Applicants must provide a proposed organizational chart for services to be provided to the Department. Also, include a description of the type of involvement that individuals on the organizational chart will perform for the City. Personnel proposed for assignment to the project, including all subconsultants must be identified and their qualifications, education licensure and experience provided.

Availability of the assigned contract managers and key personnel must be identified. Subconsultants shall be identified and the intended scope of their work detailed. *Please provide documentation, record of submittals, and copies of the required education, licensure and experience, as defined under 30 TAC Part 1 Texas Commission on Environmental Quality and its relevant Chapters and sub-chapters, with your Statement of Qualifications*

### **SECTION 3.13      PROFESSIONAL SERVICES AGREEMENT**

Provide form EXHIBIT "C" demonstrating that the Professional Services Agreement has been read, that the firm will meet the prerequisite insurance requirements, and the firm, if selected, agrees to enter into such agreement.

### **SECTION 3.14      SCOPE OF WORK**

The City of Edinburg thru the Department of Solid Waste Management is seeking to award at least one task order contract per work category. However, the Department may identify specific tasks within those categories for other services to be provided by the firm.



(I) MAJOR WORK CATEGORIES INCLUDE:

- 1) *PLANNING, ENGINEERING DESIGN, AND FACILITY PERMITTING*
  - a) Municipal Solid Waste Permitting and Permit Modifications
  - b) Materials Recovery Facility Permitting and Permit Modifications
  - c) Transfer Station Permitting and Permit Modifications
  - d) Landfill Cell Design
  - e) Landfill Cover Design
  - f) Final Cover Design
  - g) Site Operation Plans
  - h) Fill Plans
  - i) Grading Plans
  - j) Soil Use Plans
  - k) Airspace Usage Estimates and Projections
  - l) Groundwater Monitoring System
  - m) Groundwater Sampling and Analysis Plan
  - n) Sequence of Development
  - o) Landfill Gas Management Plan
  - p) Landfill Closure/Post-Closure Care Cost Estimates
  - q) Cost of Service Modeling
  - r) Stormwater Permitting
  - s) Composting Site Permitting and Development
  - t) Air Permitting and Permit Modifications
  - u) Odor Control
  - v) Floodplain Assessment and Management
  - w) Landscape and Irrigation Design
  - x) Infrastructure Design
  - y) Financial Assurance
- 2) *CONSTRUCTION DOCUMENTS, TECHNICAL SPECIFICATIONS, AND CONSTRUCTION MANAGEMENT FOR LANDFILL RELATED CONSTRUCTION PROJECTS*
  - a) Final Plans, Contract Documents, and Specifications, Engineer's cost estimates
  - b) Bid Phase Services
  - c) Construction Phase Services
  - d) Conduct Construction Meetings
  - e) Review and Approve Shop Drawings, Field Orders, Change Orders, Construction Quantities, Pay Requests
  - f) Scheduling
  - g) Daily Updates
  - h) Construction Quality Assurance/Quality Control
  - i) Constant Communication, Evaluation and Re-Design as material costs increase
- 3) *ENVIRONMENTAL SERVICES*
  - a) Installation of the Groundwater Monitoring Wells and Landfill Gas Probes
  - b) Groundwater Sampling, Landfill Gas Sampling, Surface Water Monitoring and Analytical
- 4) *LANDFILL SAMPLING LABORATORY TESTING*
  - a) Statistical Evaluation
  - b) Regulatory Reporting



- 5) **LANDFILL PLANNING AND ENGINEERING SERVICES**
  - a) Periodic Ground and Aerial Surveying to update Available Airspace, Compaction Rate, Site Life Projections, and Target Grades for Site Development
  - b) Annual Municipal Solid Waste Report
  - c) Planning for Operational Issues
  - d) Leachate Storage and Disposal
  - e) Interior and Exterior Roads
  - f) Storm Water and Sediment Control
  - g) Stockpile Locations and Utilization
  - h) Borrow Area Grading and Utilization
  
- 6) **LANDFILL GAS SERVICES**
  - a) Landfill Gas Management Plan Development and Update
  - b) Gas Collection and Control System Design
  - c) Gas System and Control System Expansions
  - d) Planning
  - e) Design
  - f) Budgeting
  - g) Permitting
  - h) New Source Performance Standards Compliance, Gas Collection and Control System Troubleshooting and Landfill Gas Remediation Services as necessary at the site.
  
- 7) **LANDFILL RELATED DRONE AND SURVEYING SERVICES**
  - a) Physical Site Survey and/or Drone Flights
  - b) Collect Aerial Topography Data
  - c) Estimate Airspace Consumption
  - d) Determine Waste Settlement Rate Estimates.
  - e) Quarterly and Annual Surveys

Additional services not included in the listed categories, may be requested by the City of Edinburg in writing and would be executed only upon scope and cost acceptance by both parties for each additional service.

## ARTICLE IV. RFQ - FORMAT AND ORGANIZATION

This section provides specific instructions on format and organization of the Statement of Qualifications to be submitted by the Contractor. Each Contractor may submit only one Statement of Qualifications in an entirely self-supporting format without reference to any other Statement of Qualification(s).

### **SECTION 4.01 GENERAL INSTRUCTIONS**

To provide for ease and uniformity and to aid in the evaluation of Statement of Qualifications, Qualified Respondents shall comply with the sequence outlined herein. **IN NUMBERING THE STATEMENT OF QUALIFICATIONS, THE QUALIFIED RESPONDENT SHALL USE THE SAME SECTION NUMBERS AND TITLES AND SHALL PROVIDE ITS RESPONSES IN THE SAME ORDER AS EACH ITEM IS NUMBERED AND ORDERED HEREIN.** Failure to comply may result in rejection of the Statement of Qualifications. The Statement of Qualifications shall be completed in sections, which are described below.



## **SECTION 4.02      EVALUATION COMMITTEE**

An Evaluation Committee (“Committee”) will be established to assist the City in selecting a Qualified Respondent. The Committee will be comprised of staff from City Departments. This Evaluation Committee will then recommend the top Qualified Respondent to the City of Edinburg City Council.

## **SECTION 4.03      EVALUATION CRITERIA**

Selection of a firm(s) to provide the aforementioned materials and services shall be in accordance with the City of Edinburg Purchasing Policies and procedures and the State of Texas Local Government Code 2254. The City of Edinburg shall open all submissions and evaluate each respondent in accordance to the below criteria: *Failure to include requested information in the RFQ response package will result in a score of zero for the section in which the information applies.*

The City of Edinburg will evaluate the submission in accordance with the selection criteria and will rank the firms on the basis of the submittals. The City of Edinburg reserves the right to consider information obtained in addition to the data submitted in the response. The selection criterion is listed below: *To be deemed qualified and to contract with the Department, the firm needs to fully demonstrate their overall qualifications within the RFQ.*

The City will conduct a comprehensive, fair and impartial evaluation of all Statement of Qualifications received in response to this RFQ. Each Statement of Qualification will first be analyzed to determine overall responsiveness and completeness as defined in **Article III – General Requirements and Scope, Section 3.09 RFQ Applicant’s Minimum Qualification Requirements** and **Article IV - RFQ Format and Organization; Section 4.05 - Statement of Qualification, Qualification Forms And Submittal Requirements**. Failure to comply with the instructions or submission of a Statement of Qualification that does not satisfy these Sections may result in the Statement of Qualification being deemed non-responsive and may, at the discretion of the Committee as defined below, result in the Statement of Qualification being eliminated from further consideration.

## **SECTION 4.04      STATEMENT OF QUALIFICATION FORMAT**

This section outlines the minimum requirements for preparation and presentation of a Statement of Qualification.

- The Qualified Responder shall define the capabilities of their organization to supply and maintain the services as requested in this RFQ. The response should be specific and complete in every detail and prepared in a simple and straightforward manner.
- Qualified Responders are expected to examine the entire RFQ including all specifications, standard provisions, instructions and attachments. Failure to do so will be at the Qualified Responder’s risk.
- Statement of Qualifications shall be in at least 11 pt. easily readable font and bound in a manner that allows the Statement of Qualifications to be disassembled.

## **SECTION 4.05      STATEMENT OF QUALIFICATION, QUALIFICATION FORMS AND SUBMITTAL REQUIREMENTS**

1. The transmittal letter shall be the first item in your Statement of Qualification and shall indicate the intention of the Qualified Respondent to adhere to the provisions described in the RFQ. The transmittal letter SHALL:
  - a. Be presented on company letterhead;
  - b. Identify the submitting organization;



- c. Identify the name, title, contact number, email address and physical address of the person to be contacted during the RFQ process;
  - d. Identify, by name and title and signature, the person authorized to obligate the organization contractually;
  - e. Acknowledge receipt of any addenda to this RFQ;
  - f. Statement indicating willingness to sign Service Agreement as written.
2. The second item in the Statement of Qualification shall be a table of contents listing titles, sections and major sub-sections. All pages shall have a unique identifier and be numbered sequentially.
3. The third item in the Statement of Qualification shall be the demonstration and documentation of the **RFQ APPLICANT'S MINIMUM QUALIFICATION REQUIREMENTS** under **Section 3.09**. *Please provide documentation, record of submittals, and copies of the required education, licensure and experience (note: a maximum one-page limit per team member). Résumés do not count towards the 30-page limit.*
  - a. Demonstration of the required five years of established service, licensed and registered to perform work in Engineering and Geoscience in the State of Texas
  - b. Demonstration that the professional Engineer is Licensed and Registered and has a minimum of 20 years Solid Waste Experience
  - c. Demonstration of the overall project team's, including the sub consultants, overall qualifications, technical expertise and experience in the solid waste management and environmental engineering field and their thorough understanding of the regulatory requirements affecting the siting, design, permitting, and construction of MSW Landfills as they relate to and their application towards their compliance under, but not limited to: 30 TAC §330, 30 TAC §332, 30 TAC §335, 30 TAC §305, 30 TAC §312, 30 TAC §328 and 30 TAC §281. Project team must demonstrate a minimum combined experience of over 50 years in Solid Waste with Landfill related projects and a documentable track record of their work, project submittals and acceptance from the Texas Commission on Environmental Quality. The firm must also employ a professional Geoscientist who is Licensed and Registered and has a minimum of 20 years of Solid Waste Experience and a proven record with the TCEQ
  - d. Illustration by the firm and the assigned project managers, key personnel, and sub consultants of their understanding of the various rules/regulations including, but not limited to the following: 30 TAC §330, 30 TAC §332, 30 TAC §335, 30 TAC §305, 30 TAC §312, 30 TAC §328 and 30 TAC §281, as they relate to permitting, compliance, design, and construction standards applicable to Landfill facility systems.
  - e. Demonstration of the applicant's experience in Local, State of Texas, and Federal regulations that affect any and all aspects of the solid waste program, and demonstrate an established, sound working relationship with regulators in the respective field(s) at the Texas Commission on Environmental Quality; Respondent must demonstrate experience with the Texas Administrative Code, in the following sections: 30 TAC §330, 30 TAC §332, 30 TAC §335, 30 TAC §305, 30 TAC §312, 30 TAC §328 and 30 TAC §281.
  - f. Demonstration of having performed at least five (5) solid waste landfill projects listed within **Section 3.14 Scope of Work** within the last five (5) years in the state of Texas. One (1) of the projects must



- have been regional in nature, with receiving rates in excess of 500K tons per year from multiple contracts with local and private entities
- g. Firm must not have any outstanding lawsuits nor have been involved in any lawsuits during the last five years that may materially affect its ability to provide the services
  - h. The qualified respondent must not have any outstanding regulatory issues nor have had any regulatory issues during the last five years that may materially affect its ability to provide the services described herein
  - i. Insurance Acknowledgement Form Exhibit “B”
  - j. References Form Exhibit “D”
  - k. Subconsultant Reference Form Exhibit “E”
  - l. Project Management And Organizational Structure Section 3.12
  - m. Professional Services Agreement Acknowledgement Form Exhibit “C”
  - n. Contact Information Form Exhibit “F” – Each Firm Must Submit The Firms Two (2) Different Contact Information (Name, Title, Address, Phone Number, Mobile Number, And Email Address).
  - o. Respondent Certification Exhibit “G”
4. The fourth item in the Statement of Qualification shall be the actual Statement of Qualification and associated documents. The Statement of Qualification shall be organized in the same manner as the evaluation weighted criteria and should address all items outlined in the criteria. Include client references with contract information that can be verified by the Evaluation Committee.
  5. The fifth Item must satisfy insurance requirements as listed in Section 2.41 by providing information on the types and amounts of insurance carried by the PSP, including General Liability, Auto Coverage, Worker’s Compensation, and Professional Liability Coverage. A list of any insurance claims against the firm within the past 5 years must also be included.

**SECTION 4.06      EVALUATION OF THE RFQ**

1. **Minimum Qualifications:** This area will be scored on a **PASS-FAIL** basis. Firms not meeting the minimum qualifications will not continue in the process. *To be considered, the Qualified Respondents must have the required minimum years’ of experience in solid waste, proper licensing, registrations, qualifications, expertise, knowledge in solid waste field, proven record of submittals to TCEQ of items within the Scope of Services and lack of litigation and regulatory issues and proven adequate references.*
2. Each Qualified Respondent will then be ranked on the basis of the **WEIGHTED CRITERIA**. To determine an overall ranking, the relative rankings will be weighted as follows.

The following criteria will be used to evaluate the Request for Qualifications:

Evaluation Criteria	Criteria Weight
<b>Applicant’s Minimum Qualification Requirements</b>	
<ol style="list-style-type: none"> <li>1. The Respondent has the required five years established; Firm is licensed and registered to perform work in Engineering and Geoscience in the State of Texas</li> <li>2. The Respondent has a Licensed and Registered Professional Engineer with 20 years of Solid Waste Experience</li> </ol>	<b>Fail/Pass</b>



<ol style="list-style-type: none"> <li>3. Did the Respondent demonstrate the project team's, including the sub consultants, overall qualifications, technical expertise and experience in the solid waste management and environmental engineering field and their thorough understanding of the regulatory requirements affecting the siting, design, permitting, and construction of MSW Landfills as they relate to and their application towards their compliance under, but not limited to: 30 TAC §330, 30 TAC §332, 30 TAC §335, 30 TAC §305, 30 TAC §312, 30 TAC §328 and 30 TAC §281? Did the Respondent demonstrate the required minimum combined experience of over 50 years in the solid waste field specifically with Landfill related projects with a documentable track record of their work, project submittals and acceptance from the TCEQ? Does the firm employ a Licensed and Registered Professional Geoscientist with the required minimum of 20 years of Solid Waste Experience and proven record with the TCEQ?</li> <li>4. Did the Respondent illustrate the assigned project managers, key personnel and sub consultants understanding of the various rules/regulations under, but not limited: 30 TAC §330, 30 TAC §332, 30 TAC §335, 30 TAC §305, 30 TAC §312, 30 TAC §328 and 30 TAC §281, as they relate to permitting, compliance, design and construction standards applicable to landfill facility systems?</li> <li>5. Did the respondent demonstrate the applicant's experience in Local, State of Texas, and Federal regulations that affect any and all aspects of the solid waste program and demonstrate a sound working relationship with regulators in the respective field(s) at the Texas Commission on Environmental Quality? Did the respondent demonstrate experience with the Texas Administrative Code, in the following sections: 30 TAC §330, 30 TAC §332, 30 TAC §335, 30 TAC §305, 30 TAC §312, 30 TAC §328 and 30 TAC §281?</li> <li>6. Has the Respondent performed at least five (5) solid waste landfill projects in relations to design and permitting, liner installation, ground water/ gas monitoring, financial assurance, Title V compliance and/or other related projects listed within <b>Section 3.14 Scope of Work</b> within the State of Texas and regulated by the TCEQ within the last five (5) years? Was at least one (1) of the projects regional in nature, with multiple contracts with local and private entities and with receiving rates in excess of 500K tons per year?</li> <li>7. No outstanding lawsuits during last 5 years or current litigation with the City during last 5 years materially affecting its ability to provide the services</li> <li>8. No outstanding regulatory issues last 5 years materially affecting its ability to provide the services</li> </ol>	
<p>Forms</p> <ol style="list-style-type: none"> <li>1. Insurance Acknowledgement Form Exhibit "B"</li> <li>2. References Form Exhibit "D"</li> <li>3. Subconsultant Reference Form Exhibit "E"</li> <li>4. Project Management And Organizational Structure Section 3.12</li> <li>5. Professional Services Agreement Acknowledgement Form Exhibit "C"</li> <li>6. Contact Information Form Exhibit "F" – Each Firm Must Submit Two (2) Different Company Contact Information (Name, Title, Address, Phone Number, Mobile Number, And Email Address).</li> <li>7. Respondent Certification Exhibit "G"</li> </ol>	<p><b>Fail/Pass</b></p>
<p><b>WEIGHTED CRITERIA:</b></p>	
<p><b>Technical Qualifications</b></p>	<p><b>100 Points</b></p>
<p><b>1. Experience and Qualifications of Firm (20 points)</b>  The qualifications of the respondent in terms of experience, service capability and resources will be reviewed in order to assess the ability of the respondent to successfully complete projects to be assigned under this RFQ. The firm's ability to provide the necessary professional and technical expertise and supervision will be a major consideration.</p>	





- a. Describe a brief history of the respondent lead company/firm and provide any background information that may be relevant to the City's needs on this project. Identify the Respondent as the lead design professional and identify any proposed subconsultants, which will be included on the Project "teams" by anticipating work categories necessary to complete a project.
- b. Briefly describe your project team's experience and qualifications in the development of similar projects. Include examples in the past five years where the project team has successfully completed a similar project(s). Include the most challenging issue that the team faced in the execution of the project, how that issue was resolved, and how lessons learned, have been incorporated back into your processes.
- c. Demonstrate the firm's familiarity with City's key infrastructure, drivers and policies relevant to coordinating the program activities with all other City departments.
- d. Describe experience and knowledge in providing the services described in the scope of work.
- e. Company's history & experience in solid waste management and design.
- f. Discuss the Firms overall experience with (at a minimum of 5 landfill sites):
  - 1) Solid waste management regulations
  - 2) Groundwater Monitoring and Analysis,
  - 3) Municipal solid waste Permitting and Permit Modifications, landfill cell design, Construction Quality Assurance/Quality Control, closure and operation.
  - 4) Solid waste transfer station design and operation.
  - 5) Landfill gas systems design and operation.
  - 6) Landfill gas to energy facility design and operation.
  - 7) Stormwater management systems design and operation.
  - 8) Customer convenience site design and operation.
  - 9) Leachate management system design and operation.
  - 10) Environmental assessment and permitting
  - 11) Landfill Closure/Post-Closure Care Cost Estimates
  - 12) Financial Assurance
  - 13) Company's expertise and experience with community relations.

## **2. Experience and Qualifications of the Project Manager and Key Staff (20 points)**

The qualifications and experience of the individuals who will be directly assigned to the primary areas is a major evaluation factor to be considered. The personnel cited shall be designated as to whether they are an employee, consultant or contract employee of the RFQ respondent. Their educational and professional credentials as well as direct experience on similar projects will be considered in evaluating the respondent. Experience with other landfill projects and familiarity with municipal requirements and procedures will also be considered in the evaluation process.

- a. Describe the Firm staff's experience in municipal Solid Waste Projects in Texas
- b. Discuss the project manager and key staff qualifications and last five years' experience to demonstrate their ability to successfully provide the services outlined within this RFQ
- c. Demonstrate the Project Manager and Key Staff's familiarity with City's key infrastructure, drivers and policies relevant to coordinating the program activities.
- d. Please briefly describe the skills, knowledge and experience of the PM assigned to successfully complete the respective projects.
- e. Describe your approach to overall team formation and coordination of team members with résumé by separate appendix of key team individuals who will work on this project (note: a maximum one-page limit per team member). Résumés do not count towards the 30-page limit.
- f. Describe capabilities relevant to the RFQ that differentiates your team from others in the industry. Provide examples of when you have used these capabilities and the impact achieved.
- g. Project team organization and "chain of command"
- h. Data management and project tracking methods.
- i. Cost and schedule controls.
- j. Quality assurance procedures.
- k. Subconsultants



### 3. Project Approach/Management Plan (15 points)

The respondent is understanding of the objectives and scope of the requested services of the primary areas, in a clear and concise, written expression. The respondent will provide all the appropriately requested criteria consideration to be a critical component of the evaluation.

- a. Describe what you would do to ensure the program work under this RFQ would be developed and executed in a timely manner. Include unique capabilities your proposed team would employ and how your organizational structure would help ensure plan tasks are executed within an aggressive schedule.
- b. Describe how you would administer multiple concurrent plan tasks. Include unique capabilities your proposed team would employ and how your organizational structure would help ensure high quality deliverables within the agreed schedule. Describe your firm's program and project management approach and team organization for the provision of the services outlined in this RFQ.
  - 1) (Project specific) Provide the team organization chart, identifying key plan tasks leads. Describe your team anticipated specialty services.
  - 2) (Project specific) Provide detailed outline of anticipated contract scope of work task elements, a timeline with plan work summary schedule with key plan milestones.

### 4. Respondent Capacity (15 points)

Respondents shall demonstrate methodology and examples of ability to meet both fast-track and more conservatively scheduled projects resulting from this RFQ.

- a. Provide a list of all current major projects assigned to firm team members, include the following information:
  - 1) Client/Owner and contact information.
  - 2) Project description and construction estimate.
  - 3) Key members of Respondent team (Principle in Charge, PM, etc.) assigned to each project.
  - 4) Availability and staff resources for the project you are proposing.
  - 5) Status and schedule for completion with original contract completion and projected completion.
  - 6) If late, briefly describe cause and planned actions to recover schedule.
  - 7) Provide brief description and cause of all contract amendments.
- b. Discuss your team's capacity to accomplish any new projects under this RFQ with respect to your team's current and projected workload.

### 5. Respondent Past Performance (20 points)

The respondent's successful experience in projects within the primary areas similar to the scope of work requested in this RFQ will be a major consideration. Based on the past performance of both the individual project personnel and the respondent, The City of Edinburg will determine if the respondent has the track record to provide the required services in successfully administering similar projects.

- a. Ability of Respondent to administer plan tasks on time, on schedule and on budget.
- b. Briefly discuss your team's ability to maintain cost controls for design and construction phases to achieve the most cost-effective solutions and delivery within original budgets.
- c. Provide examples of successful project delivery of similar projects.
- d. Provide a list of the last five completed major projects by firm team members with the following information:
  - 1) Client/Owner and contact information.
  - 2) Project description and construction estimate.
  - 3) Key Members of Respondent team (Principle in Charge, PM, etc.) assigned to each project.
  - 4) Provide original contract schedule and final completion.
  - 5) If late, briefly describe cause and resolution with respect to schedule.
  - 6) Provide original construction budget and final construction award price.
  - 7) If construction value exceeds original budget, briefly describe key cost factors and justification for increased cost.

### 6. Local Presences (10 Points)

A statement addressing the firm's established presence in the City of Edinburg or the surrounding area (within a 75 mile radius); which allows for immediate support of the needs of the Department and its programs.



The Qualified Respondent's failure to provide information relative to the above criteria may result in the City deeming such Statement of Qualifications nonresponsive and may, at the sole discretion of the Committee, result in elimination of said Statement of Qualification from further consideration. The Committee reserves the right to conduct other evaluation and measurements of the Statement of Qualifications as may be necessary to make an informed decision.

**SECTION 4.07 EVALUATION PROCESS**

The process outlined below is followed to allow the City to get a well-qualified firm for the best value for the City to complete these services. Care is taken to make sure the process is adhered to by the Evaluation Committee. Statement of Qualifications are scored by each evaluator independently to avoid groupthink or influence between Committee members. Strict adherence to the process by all parties participating in this solicitation will assure that Qualified Respondents are treated fairly, time and expenses to propose are minimized and the most Qualified Respondent providing the best value is awarded the contract.

- I. **Minimum Requirements Review** – Statement of Qualifications will be screened for minimum requirements. Only those firms meeting the minimum requirements on a **pass/fail** basis will be allowed to continue in the process.
- II. **Technical Statement of Qualification Review** – Qualifications will be evaluated by the Evaluation Committee based on the criteria list in this RFQ. Scores from all evaluators will be averaged and tabulated to form a ranking from highest to lowest scoring Qualified Respondents.

III. **Evaluation and Selection** – Respondents will be evaluated according to the following criteria:

1. Experience & Qualifications of Firm _____	20/100
2. Experience & Qualifications of the TEAM and Project Manager _____	20/100
3. Project Approach/Management Plan _____	15/100
4. Respondent Capacity _____	15/100
5. Respondent Past Performance _____	20/100
6. Local Presences _____	10/100

7. Total Possible Points-----100

IV. The Qualified Respondent with the highest-ranking score will be asked to provide a detailed scope breakdown with a list of unburdened hourly rates of positions. An evaluation of these rates will be conducted, and any negotiations will occur if necessary. If rates are not successfully negotiated to be affordable to the City, negotiations will conclude, and the City will move through the process with the second highest ranked firm. The process will continue until an agreement is reached and a selection can be made for recommendation to City Council for award.

V. **Contract Negotiations** – The City will attempt to negotiate the cost of contract(s) for services with the most highly qualified Respondent as determined in Steps 1, 2, 3 and 4. The City will negotiate a contract for services at a fair and reasonable price. If a fair and reasonable price is not reached, the City may elect to move to the next most highly qualified Respondent. Respondent shall **not** submit fee information until Step 4 of this RFQ has been reached. The City will **not** be bound under any contract until the City Manager or designee signs the contract and the person authorized to bind the company signs the contract.



A written recommendation will be presented to the City of Edinburg City Council requesting authorization to proceed with contract execution for the proposed services. In accordance with Local Government Code 252.049, trade secrets and confidential information in competitive sealed proposals are not open for public inspection. All submissions shall be opened in a manner that avoids disclosure of the contents to competing respondents and keeps the responses secret during negotiations. A public opening will not be conducted with this process. After the contract has been awarded, all submissions will be open for public inspection, and the unsuccessful respondent(s) may request a debriefing regarding their submittal. Please contact the City of Edinburg Solid Waste Management staff to document the request for a debriefing. A meeting with the City of Edinburg Solid Waste Management Staff will be scheduled within a reasonable time.

## **SECTION 4.08      SELECTION PROCESS**

The City of Edinburg will use the following selection process. This process is designed to ensure that consultants are selected in a fair and uniform manner, those selected for work are qualified and experienced in the professional services desired, and to ensure that every qualified consultant has the opportunity to be considered for providing professional services to City. The RFQ will be posted on the City of Edinburg website under "Purchasing".

Upon receipt of the packages from respondents, the Selection Committee members will review the submittal using a review and scoring program that has been determined by the committee and is detailed below. All submittals will be reviewed to establish that the respondent met the demonstration and documentation requirements for the RFQ Applicant's Minimum Qualification Requirements under Section 3.09.

Only those submittals determined to have met the overall responsiveness and completeness of the RFQ's minimum requirements will proceed to the next evaluation phase. The next phase is the review of the SOQ and its technical aspects, along with their past performance, which will be scored based on their responses and the responses from the references submitted by the responder and/or the experience of City of Edinburg staff with the particular firm's past performance. Only one reviewer will contact any given reference. If desired, the selection committee may short list the number of qualified and ranked firms. The Selection Committee will review and rank the RFQ using the total point scores to rank the prospective consultants. The Selection Committee will then determine a short list of the most highly qualified Engineering Firms based upon the ranking scores.

The City of Edinburg reserves the discretion to determine the number of firms that will be on the short list. The City of Edinburg may engage in individual discussions with two or more offerors deemed fully qualified, responsible, and suitable on the basis of their minimum qualifications submittal, their technical responsiveness and with emphasis on their professional competence to provide the required services. Interviews are not anticipated; however, the selection committee may schedule interviews if required in the selection process.

The highest-ranking firm or firms(s) will be proposed as the selected firm(s) and authorization will be sought from the City Council of City of Edinburg for contract award.

## **SECTION 4.09      CITY CONTACT**

If you should have any questions regarding the preparation of the RFQ, you may contact Mr. Ramiro L. Gomez, Jr, Director Solid Waste Management at (956) 381-5635 or [rgomez@cityofedinburg.com](mailto:rgomez@cityofedinburg.com). Responses to the RFQ must be addressed to City Secretary's Office, City of Edinburg, and received at City Hall, at 415 W. University Drive, Edinburg, Texas 78541 by Monday, January 04, 2021 and no later than 3:00 pm. Eight (8) complete sets of One (1) Original and seven (7) copies of the response, no larger than 30 bound pages, must be submitted no later than this date and time. In addition, a USB with a PDF file of response must be provided. The RFQ is to be placed in a sealed envelope indicating that its contents are in response to the Request for Qualifications for the SOLID WASTE MANAGEMENT CONSULTING, ENGINEERING, AND ENVIRONMENTAL MONITORING SERVICES.



EXHIBIT "A"

## PROFESSIONAL SERVICES AGREEMENT

STATE OF TEXAS §

RFQ 2021-01



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AGREEMENT BETWEEN THE CITY OF  
EDINBURG AND **CONSULTANT NAME** FOR  
PROFESSIONAL **ENGINEERING**  
CONSULTING SERVICES FOR EDINBURG  
REGIONAL LANDFILL DEVELOPMENT

COUNTY OF HIDALGO §

CITY OF EDINBURG §

The City of Edinburg, Hidalgo County, Texas, a municipal corporation, (hereinafter “City”) and **Consultant Name** (hereinafter “Consultant”), are the parties to this Agreement.

### **RECITALS**

**WHEREAS**, City has authorized staff to request proposals for Professional **Engineering** Services, the Consultant shall provide services as defined, scheduled, and authorized. Services may include, but not be limited to **Engineering** Services, and other as-needed services as stated in Exhibit “A”, and

**WHEREAS**, Consultant has the professional knowledge and abilities to perform the professional engineering services; and

**WHEREAS**, City desires to engage Consultant to render services in connection therewith:

**NOW, THEREFORE**, City and Consultant do mutually agree as follows:

### **SECTION I** **EMPLOYMENT OF CONSULTANT**

A. City agrees to employ Consultant to furnish and provide the Services, as stated in this agreement and **Exhibit “A”**. Upon receipt of Services to the City’s satisfaction, the City agrees to pay Consultant as stated in this Agreement.

### **SECTION II** **SERVICES OF CONSULTANT**

A. The Consultant shall, in the scope of his work, perform the Services identified in **Exhibit “A”** of this document. City shall provide Consultant with authorization to proceed, after execution of this Agreement.

B. Nothing contained in this Agreement is intended by the parties to create a partnership or joint venture between the parties, and any implication to the contrary is hereby expressly disavowed. It is understood and agreed that this Agreement does not create a joint enterprise, nor does it appoint either party as an agent of the other for any purpose whatsoever. Except as otherwise specifically provided herein, neither party shall in any way assume any of the liability of the other for acts of the other or obligations of the other.

### **SECTION III** **RESPONSIBILITY OF THE CITY**

A. City will facilitate Consultant’s work with the following tasks:

1. Provide Consultant with its requirements for the Services.
2. Assist Consultant by providing information reasonably available to the City and pertinent to the Services.



3. Facilitate access to and make provisions for Consultant to enter upon public property as reasonably required for Consultant to perform its Services.

4. Examine all reports, sketches, estimates, drawings, proposals, and other documents presented by Consultant and render in writing decisions pertaining thereto within a reasonable time so as not to delay the Services of the Consultant.

5. Give prompt written notice to Consultant whenever City observes or otherwise becomes aware of any defect in Services.

6. City's representative with respect to interpretation and implementation of the Services and this Agreement will be the City Engineer or such other representative that the City may appoint by written notice to Consultant with whom Consultant will communicate regarding all matters pertaining to this Agreement. Said representative will make all arrangements for consultation by Consultant with employees or designees of City. In addition, said representative shall have authority and responsibility to define and agree upon the scope and specification of the Services, require and receive reports regarding the progress of the Services, and terminate the performance of the Services or any phase thereof in accordance with the provisions of this Agreement.

#### **SECTION IV** **RESPONSIBILITIES OF CONSULTANT**

A. Consultant shall perform the Services described in **Exhibits "A"**.

B. Consultant shall perform its services with care, skill, and diligence, in accordance with the applicable professional standards currently recognized by its profession, and shall be responsible for the professional quality, technical accuracy, completeness, and coordination of all reports, plans, information, and other items and Services furnished under this Agreement. Consultant shall comply with all applicable federal, state, and local laws, ordinances, codes, and regulations in performing the Services. If Consultant fails to meet applicable professional standards, Consultant shall without additional compensation correct or revise any errors or deficiencies, with or without request to do so by the City.

C. Consultant shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of Services furnished by Consultant under this Agreement. Consultant shall keep the City informed of the Services performed under this Agreement. In connection with the performance of the Services by Consultant, Consultant agrees to promptly and fully disclose to City any information regarding the Services as City may request.

D. Consultant will develop and maintain a detailed schedule for completion of the Services. The schedule will be a work plan showing activities to be performed and their sequence; and, in addition, activities will contain duration, manpower required, and estimated cost. A preliminary schedule shall be submitted to the City within ten (10) days after execution of this Agreement for review and establishment of the level of detail to be included.

E. Consultant will submit monthly progress data for the reporting period which will include the percentage complete and actual start date and actual finish date for all activities worked on by the Consultant during the period. Any changes in delivery dates will be reported. Other information, such as actual hours expended, will be furnished monthly, or as requested, by the City. If requested by the City, schedule update meetings will be held to discuss the results of schedule analysis and necessary action to meet the requirements of the schedule.

F. Consultant shall perform Services necessary to accomplish the work specified in this Agreement, in accordance with this Agreement.

G. City's review or approval of reports, and other services furnished hereunder shall not in any way relieve Consultant of responsibility for the technical adequacy of the work. Neither City's review, approval, or acceptance of, nor payment for any of the Services shall be construed as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.



H. Consultant shall be and shall remain liable, in accordance with applicable law, for all damages to City caused by Consultant's negligent performance of any of the Services furnished under this Agreement. Consultant shall not be responsible for any time-delays in the project caused by circumstances beyond Consultant's control.

I. Consultant's obligations under this clause are in addition to the Consultant's other expressed or implied obligations under this Agreement or state law and in no way diminish any other rights that City may have against Consultant for consultant's errors or omissions.

J. All reports, drawings, plans, and other documentation pertaining to the Services become the property of City.

## **SECTION V** **PAYMENT AND FEES**

City agrees to pay Consultant for recommendations, reports, design, specifications, and such other services herein contracted for as follows:

A. City hereby agrees to pay a sum not to exceed that which is included in a specific Task Order and authorized by a Notice to Proceed, notwithstanding any contrary indications that may be contained in Consultant's proposal, for services to be performed and reimbursable costs incurred under this Agreement. City shall pay Consultant for services rendered on a lump sum basis pursuant to any specific Task Order and in the manner set forth therein. Consultant shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City in writing, Consultant shall not bill City for duplicate services performed by more than one person. Consultant and City acknowledge and agree that compensation paid by City to Consultant under this Agreement is based upon Consultant's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Consultant. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Consultant and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.

B. City is entitled to impose a set-off against payment based on any of the following:

a. Claims have been made against City based on Consultant's conduct in the performance or furnishing of Services, or City has incurred costs, losses, or damages resulting from Consultant's conduct in the performance or furnishing of Services, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, and non-compliance with Laws and Regulations;

b. Consultant has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with Services and related work;

c. Consultant has failed to provide and maintain required insurance;

d. City has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;

e. City has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;

f. Any Services are defective, requiring correction or replacement;

g. City has been required to correct defective Services or has accepted defective Services;





- h. Liens have been filed in connection with the Services; or
- i. Other items entitle City to a set-off against the payment amount.

C. If City imposes any set-off against payment, City will give Consultant immediate written notice stating the reasons for such action and the specific amount of the reduction, and promptly pay Consultant any amount remaining after deduction of the amount so withheld. City shall promptly pay Consultant the amount so withheld, or any adjustment thereto agreed to by City and Consultant, if Consultant remedies the reasons for such action. The reduction imposed will be binding on Consultant unless it duly submits written notice contesting the reduction within 30 days of receiving City's written notice.

D. All fees payable to Consultant under this Agreement shall be made in full, and without any withholding, deduction, or offset of any state or federal withholding taxes, FICA, SDI, or income taxes, nor shall the City be obligated to pay any of Consultant's employees' taxes. Consultant hereby covenants and agrees that it shall be solely responsible for all taxes, withholding, FICA, SDI, and other similar items (both employee and employer portions) with respect to all fees paid by the City under this Agreement, and agrees to indemnify and hold the City harmless with respect to such taxes and withholding.

E. Consultant and its employees shall not be eligible for, participate in, or be entitled to compensation in lieu of any insurance, benefit, retirement, or other plan or program provided by the City to its employees.

F. Consultant shall provide an invoice in accordance with City regulations. Payment terms shall be net thirty (30) days from receipt of invoice.

G. The City may, at any time, request Consultant to make changes within the scope of the Services or to perform extra work. If any request by the City for a change or extra work causes an increase or decrease in the cost or the time required for performance of the work, or any change to this Agreement, Consultant shall, within fourteen (14) days from the date it receives the City's request, unless the City Engineer grants additional time in writing, submit in writing a proposal for accomplishing such changed or extra work. This proposal shall define, if applicable, any increase or decrease in cost or time of completion or other change to this Agreement. The governing body of the City must approve any change orders, pursuant to the City's Code of ordinances and policies and procedures and any other applicable laws of this State, before making the changes. The City will not be liable for any costs incurred by Consultant from performance of a change or extra work prior to issuance of a change order to this Agreement.

H. The total contract price may not be increased because of the changes unless additional money for increased costs is appropriated for that purpose from available funds or is provided for by the authorization of the issuance of time warrants.

I. Prior to and as a condition of final payment to the Consultant following termination or expiration of this Agreement as defined below, the Consultant shall deliver to the City a release in form and substance satisfactory to the City, discharging it and its officers, agents, and employees of all liabilities, obligations, and claims arising out of this Agreement and the performance thereof.

## **SECTION VI** **TERM OF AGREEMENT**

A. Except as provided below, this Agreement, and the Services to be performed under it, shall commence on the date this Agreement is executed by both parties, and shall continue thereafter through and the earlier of (i) two (2) years from the date of execution or (ii) until the Services are declared complete in a written instrument signed by the City Engineer and the City Manager. The City shall have the right, in its sole discretion, to extend the term of this Agreement for an additional year upon approval from the City. If approved by City, City shall provide Consultant with a written notice of the approval of the extension.

B. City may terminate this Agreement upon giving 30 days' prior written notice thereof to Consultant. In addition, City shall have the right, upon written notice, to cancel this Agreement immediately if, in the City's sole judgment, the Services rendered by Consultant breach or violate any of the provisions of this Agreement.



C. Upon termination or completion of this Agreement, City shall have no liability to Consultant except for charges for Services performed by Consultant and accepted by the City prior to receipt of notice of termination or cancellation. The terms and conditions in this Agreement that by their sense and context are intended to survive the performance hereof by either or both parties hereunder shall so survive the termination, cancellation, or completion of performance of this Agreement.

D. Upon termination or completion of Consultant's Services hereunder or at such other time as may be requested by City, Consultant shall return to City within ten (10) days of termination, completion, or request all documents, records, notebooks, including copies thereof, whether prepared by Consultant or others, in Consultant's possession and related to the Services.

E. The City reserves the right to suspend work on the Services, with or without cause, in whole or in part, upon giving notice to Consultant. Consultant shall resume the Services so suspended when directed to do so by the City. The City shall have no liability to Consultant except for charges for Services performed by Consultant and accepted by the City prior to receipt of notice of suspension of Services. If only a portion of the Services are suspended, Consultant shall be compensated only for Services of which are not suspended and are actually performed during such suspension.

F. Upon termination of this Agreement or suspension of Services under this Section, the City may take over the work and may obtain the services of another entity to complete the work under this Agreement.

## **SECTION VII** **MINIMUM INSURANCE REQUIREMENTS**

Consultant shall be adequately insured and carry liability, workers compensation, automobile insurance and professional liability for injury to its employees and others incurring loss or injury as a result of the acts of Consultant or its employees. In accordance with City ordinances, Consultant shall be required to hold the following minimum insurance coverage throughout the duration of this agreement:

- A. Workers Compensation  
In accordance with State statute.
- B. Comprehensive General Liability
  - 1. Bodily Injury  
\$250,000 each person  
\$500,000 each occurrence
  - 2. Property Damage  
\$100,000 each occurrence  
\$100,000 each aggregate  
  
or \$500,000 combined single limits
- C. Comprehensive Auto Liability
  - 1. Bodily Injury  
\$100,000 each person  
\$500,000 each occurrence
  - 2. Property Damage  
\$100,000 each occurrence  
\$100,000 aggregate  
  
or \$500,000 combined single limits
- D. City's Protective Liability



1. Bodily Injury  
\$250,000 each person  
\$500,000 each occurrence
  
2. Property Damage  
\$100,000 each occurrence  
\$100,000 each aggregate  
  
or \$500,000 combined single limits

E. Professional Liability

1. Professional  
\$1,000,000 per claim and in the aggregate

F. Evidence of the above insurance coverage is attached as Exhibit "B" and the City of Edinburg shall be listed as an additional insured.

G. If at any time and for any reason Consultant fails to provide, maintain, keep in force and effect, or deliver to the City proof of, any of the insurance required and such failure continues for ten (10) days after Notice thereof from City to Consultant, City may, but shall have no obligation to, procure single interest insurance for such risks covering City (or, if no more expensive, the insurance required by this Agreement), and Consultant shall, within ten (10) days following City's demand and Notice, pay and reimburse City therefor with interest at Prime Rate plus 2%, the Prime Rate being that in place on the date of Notice, from the date of payment by the City until repayment of City in full by Consultant.

H. With respect to each and every one of the insurance policies required to be obtained, kept, or maintained under the terms of this Agreement, on or before the date on which each such policy is required to be first obtained and at least fifteen (15) days before the expiration of any policy required hereunder previously obtained, Consultant shall deliver evidence reasonably acceptable to City showing that such insurance is in full force and effect.

I. Consultant hereby agrees as follows:

1. To punctually pay or cause to be paid all premiums and other sums payable under each insurance policy required to be obtained, kept, and maintained pursuant to this Lease;
2. To maintain in full force and effect the policies required to be carried to the extent so required to be carried pursuant to the terms hereof;
3. To ensure that all Casualty Proceeds are paid to the Party entitled to receive same;
4. Not, at any time, to take any action (or omit to take action) which action (or omission) would cause any insurance policies required to be obtained, kept, and maintained under this Lease to become void, voidable, unenforceable, suspended, or impaired in whole or in part or which would otherwise cause any sum paid out under any such insurance policy to become repayable in whole or in part; and
5. Promptly deliver Notice to City of any facts or circumstances of which it is aware which, if not disclosed to its insurers or re-insurers, is likely to affect adversely the nature or extent of the coverage to be provided under any insurance policy required hereunder.

**SECTION VIII**  
**ALTERNATE DISPUTE RESOLUTION/NEUTRAL PARTY**

A. If any dispute, controversy, or claim between or among the Parties arises under this Agreement or is related



in any way to this Agreement or the relationship of the Parties hereunder (a "Dispute"), the Parties shall first attempt in good faith to settle and resolve such Dispute by meeting at a mutually agreeable time and place to discuss the Dispute within seven (7) days following the original written notice of any Dispute by the party making such a claim. The Parties shall seek to resolve the Dispute in writing within fourteen (14) days following the original written notice of any Dispute by the party making such a claim.

B. If a mutual resolution and settlement are not obtained at the meeting, the Parties shall participate in good faith in formal mediation, within thirty (30) days following the original written notice of any Dispute, with a mutually agreeable mediator at a mutually agreeable time and place. No settlement reached under this provision shall be binding on the Parties until reduced to a writing signed by a representative of Contractor and the City Manager. Unless the parties expressly agree otherwise, each party shall bear its own costs and legal and expert fees incurred in the mediation, and evenly share the costs of the mediator. If after proceeding in good faith the parties, with the assistance of a neutral mediator, do not resolve the dispute within forty-five (45) days following the original written notice of any Dispute, the parties may proceed in accordance with Section IX below.

#### **SECTION IX** **CONTROLLING LAW, MANDATORY VENUE, AND FEES AND EXPENSES**

A. After exhausting the procedures set forth above, either party may initiate litigation to resolve the dispute. The Law of the State of Texas shall control the Dispute. Venue is mandatory in in State courts located in Hidalgo County, Texas.

B. In the event of any litigation between the parties, the City shall be entitled to its attorneys' fees, costs, and expenses.

#### **SECTION X** **INDEMNIFICATION**

A. To the maximum extent allowed by law, Consultant agrees to and shall indemnify, hold harmless, and defend City, its officers, agents, and employees from any and all claims, losses, causes of action and damages, suits and liability of every kind, including all expenses of litigation, court costs, and attorney's fees arising out of or directly connected with the negligent or willful conduct of Consultant, its agents, officers and employees.

B. Consultant agrees to assist City in defense of claims or litigation brought against the City related to this project, including any claims related to design or any other services provided by consultant regarding this agreement.

#### **SECTION XI** **LIMITATION OF LIABILITY**

A. Consultant agrees to limit the City's liability arising from City's acts, errors, or omissions such that the total liability of City shall not exceed Consultant's total fees paid by the City to Consultant for the Services rendered pursuant to the Task Order which is the subject matter of the claim. Consultant agrees that City will not be liable for any indirect, incidental, special, or consequential punitive or multiple damages, including without limitation any damages resulting from loss of use, loss of business, loss of revenue, loss of profits, or loss of data, arising in connection with this Agreement, Consultant's performance of Services, or of any other obligations relating to this Agreement, even if City has been advised of the possibility of such damages. The foregoing limitation of liability shall apply to the maximum extent allowed by law for limitation of City's liability, regardless of the cause of action under which such damages are sought.

#### **SECTION XII** **AGREEMENT CONSTRUCTION**

A. The headings of the Sections contained in this Agreement are for reference purposes only, and shall not affect the meaning or interpretation of this Agreement. The parties have been advised by counsel in connection with this Agreement. This Agreement shall be construed and interpreted in accordance with the plain meaning of its language, and not for or against



either party, and as a whole, giving effect to all of the terms, conditions, and provisions of this Agreement. Nothing contained in this Agreement shall be deemed to confer any right or benefit on any person who is not a party to this Agreement.

**SECTION XIII**  
**NO PENDING LITIGATION**

A. Consultant represents that there is no action, proceeding, inquiry, or investigation, at law or in equity, before any court, arbitrator, governmental or other board or official, pending to the best knowledge of Consultant threatened against or affecting the Consultant or any subsidiaries of the Consultant, questioning the validity or any action taken or to be taken by the Consultant in connection with the execution, delivery, and performance by the Consultant of this Agreement to which the Consultant may be a party or seeking to prohibit, restrain, or enjoin the execution, delivery, or performance by the Consultant hereof or thereof, where in an unfavorable decision, ruling, or finding (i) would adversely effect the validity or enforceability of, or the authority or ability of the Consultant to perform, its obligations under this Agreement to which the Consultant may be party or (ii) would have an adverse effect on the consolidated financial condition or results of operations of the Consultant or on the ability of the Consultant to conduct its business as presently conducted or as proposed or contemplated to be conducted.

**SECTION XIV**  
**SEVERABILITY**

A. If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

**SECTION XV**  
**NOTICE**

A. Any notices to be given under this Agreement shall be in writing, (i) sent by registered or certified mail, postage prepaid, return receipt requested or (ii) sent by nationally recognized overnight courier (e.g. Federal Express) with electronic tracking, and addressed to such party as follows:

(a) Notices to the City:

City of Edinburg  
415 W. University Drive  
Edinburg, Texas 78539  
Attn.: City Manager

With a copy to:

City of Edinburg  
415 W. University Drive  
Edinburg, Texas 78539  
Attn.: City Attorney

(b) Notices to Consultant:

Consultant's Address  
City, State, Zip Code  
Attn.: Representative

B. Such Notices shall be deemed delivered (i) in the case of U.S. mail in the manner provided above, three (3) business days after posting or (ii) if sent by nationally recognized overnight courier with electronic tracking service, the next



business day after depositing same with such overnight courier before the overnight deadline and if deposited with such courier after such deadline, then the next succeeding business day.

**SECTION XVI**  
**NON-APPROPRIATIONS**

A. Notwithstanding anything in the Agreement to the contrary, any and all payments which the City is required to make under this Agreement shall be subject to annual appropriation or other availability of funds, as certified by the Director of Finance.

B. If the City cannot appropriate sufficient funding, then either party has the right to terminate the Agreement by providing ten (10) days' written notice to the other party.

**SECTION XVII**  
**SUCCESSORS AND ASSIGNS**

City and Consultant each bind themselves, their partners, successors, executors, administrators, and assigns to the other party of the Agreement in respect to all covenants of this Agreement. Neither City nor Consultant shall assign, sublet, or transfer interest in this Agreement without written consent of the other.

**SECTION XIX**  
**CONFLICT OF TERMS**

If any of the terms of this Agreement conflict in any respect with any of the terms of the attached Exhibits or any current or future Task Orders, the terms of this Agreement shall be controlling.

**SECTION XX**  
**NO WAIVERS OR ACCORD AND SATISFACTION**

A. This Agreement may be amended only by written instrument signed by all parties.

B. No failure or delay of any Party, in any one or more instances (i) in exercising any power, right, or remedy under this Agreement or (ii) in insisting upon the strict performance by the other Party of such other Party's covenants, obligations, or agreements under this Lease, shall operate as a waiver, discharge, or invalidation thereof, nor shall any single or partial exercise of any such right, power, or remedy or insistence on strict performance, or any abandonment or discontinuance of steps to enforce such a right, power, or remedy or to enforce strict performance, preclude any other or future exercise thereof or insistence thereupon or the exercise of any other right, power, or remedy. The covenants, obligations, and agreements of a defaulting Party and the rights and remedies of the other Party upon a default shall continue and remain in full force and effect with respect to any subsequent breach, act, or omission.

C. Without limiting the generality of the above, the receipt by City of any Services with knowledge of a breach by Consultant of any covenant, obligation, or agreement under this Agreement shall not be deemed or construed to be a waiver of such breach. No acceptance of Services or payment to Consultant shall be deemed to be other than on account of the earliest installment of the amounts due under this Agreement, nor shall any endorsement or statement on any check, or any letter accompanying any check, wire transfer or other payment, be deemed an accord and satisfaction. City may accept services or make payment without prejudice to its rights under this Agreement or pursue any remedy provided in this Agreement or provided otherwise by law or equity.

EXECUTED by the parties in triplicate originals on this \_\_\_\_ day of \_\_\_\_\_, 2021.

**CITY OF EDINBURG:**



BY: \_\_\_\_\_  
Ron Garza, City Manager  
City of Edinburg  
415 W. University Dr.  
P.O. Box 1079  
Edinburg, Texas 78540  
Phone: (956) 388-8207  
Fax: (956) 383-7111

**ATTEST:**

BY: \_\_\_\_\_  
Myra L. Ayala, City Secretary

**APPROVED AS TO FORM:**

**Omar Ochoa Law Firm, P.C.**

BY: \_\_\_\_\_  
Omar Ochoa  
City Attorney

**CONSULTANT**

BY: \_\_\_\_\_  
Representative  
Address  
City, State, Zip Code  
Phone: XXX-XXX-XXX  
Email: email@email.com

**Attachments: Exhibit "A" Scope of Services and Proposal  
Exhibit "B" Insurance**









EXHIBIT "B"

**INSURANCE REQUIREMENT ACKNOWLEDGEMENT**

I, \_\_\_\_\_, authorized representative for \_\_\_\_\_,  
Company/Vendor

Hereby acknowledge the receipt of the City's required insurance limits. Said requirements:

- Will be acquired within 10 working days after notification from the Solid Waste Management Department of bid awarded by the City of Edinburg; (\*An insurance certificate for the required insurance limits shall be provided to the Solid Waste Management Director in order to qualify for award of bid and to execute a contract between the Company and the City.)
- Will acquire additional amount needed to meet the City's requirements within 10 working days after notification from the Solid Waste Management Department of bid awarded by the City of Edinburg; currently carry the following:

Professional Liability (Errors & Omissions): \$ \_\_\_\_\_

Automobile Liability: \$ \_\_\_\_\_ General Liability: \$ \_\_\_\_\_

(\* An insurance certificate for the required insurance limits shall be provided to the Solid Waste Management Director in order to qualify for award of bid and to execute a contract between the Company and the City.) **OR**

- Have already been met (see attached copy of insurance certificate).

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Date

**Notice to Bidder:** Failure to provide Certificates of Insurance to the Solid Waste Management Director will cause the bid award to be rescinded and then awarded to next lowest bidder. Certificates of Insurance will be monitored/verified on a **quarterly basis** to ensure that coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET



EXHIBIT "C"

**PROFESSIONAL SERVICE AGREEMENT ACKNOWLEDGEMENT FORM**

By signing below, the consultant firm acknowledges that it has examined the enclosed City of Edinburg's Standard Agreement "AGREEMENT FOR PROFESSIONAL SERVICES". If the City accepts the proposal, the agreement, without any changes, shall be executed by the consultant firm within three (3) working days of being notified by the City.

Legal Name of the Consultant Firm: \_\_\_\_\_

Business address: \_\_\_\_\_

Name of Authorized Person: \_\_\_\_\_

Signature of Authorized Person: \_\_\_\_\_

Date: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_



EXHIBIT "D"

**REFERENCES**

<b>Solid Waste Client Reference 1</b>	<b>500K Ton per Day Facility</b> <input type="checkbox"/> YES <input type="checkbox"/> NO  <b>Regional Facility</b> <input type="checkbox"/> YES <input type="checkbox"/> NO  <b>Does the Facility handle both municipal and private contract haulers?</b> <input type="checkbox"/> YES <input type="checkbox"/> NO
Organization Name:	Contact and Title:
Address:	Phone number:  Email Address:
Effective date of contract:	Value of Contract:
Description of products/services provided:	
<b>Solid Waste Client Reference 2</b>	<b>500K Ton per Day Facility</b> <input type="checkbox"/> YES <input type="checkbox"/> NO  <b>Regional Facility</b> <input type="checkbox"/> YES <input type="checkbox"/> NO  <b>Does the Facility handle both municipal and private contract haulers?</b> <input type="checkbox"/> YES <input type="checkbox"/> NO
Organization Name:	Contact and Title:
Address:	Phone Number:  Email Address:
Effective date of contract:	Value of Contract:
Description of products/services provided:	
<b>Solid Waste Client Reference 3</b>	<b>500K Ton per Day Facility</b>



	<input type="checkbox"/> YES <input type="checkbox"/> NO  <b>Regional Facility</b> <input type="checkbox"/> YES <input type="checkbox"/> NO  <b>Does the Facility handle both municipal and private contract haulers?</b> <input type="checkbox"/> YES <input type="checkbox"/> NO
Organization Name:	Contact and Title:
Address:	Phone Number:  Email Address:
Effective date of contract:	Value of Contract:
Description of products/services provided:	
<b>Solid Waste Client Reference 4</b>	<b>500K Ton per Day Facility</b> <input type="checkbox"/> YES <input type="checkbox"/> NO  <b>Regional Facility</b> <input type="checkbox"/> YES <input type="checkbox"/> NO  <b>Does the Facility handle both municipal and private contract haulers?</b> <input type="checkbox"/> YES <input type="checkbox"/> NO
Organization Name:	Contact and Title:
Address:	Phone Number:  Email Address:
Effective date of contract	Value of Contract:
Description of products/services provided:	
<b>Solid Waste Client Reference 5</b>	<b>500K Ton per Day Facility</b> <input type="checkbox"/> YES <input type="checkbox"/> NO  <b>Regional Facility</b> <input type="checkbox"/> YES <input type="checkbox"/> NO  <b>Does the Facility handle both municipal and private contract haulers?</b>



	<input type="checkbox"/> YES <input type="checkbox"/> NO
Organization Name:	Contact and Title:
Address:	Phone number: Email Address:
Effective date of contract	Value of Contract:
Description of products/services provided:	
<b>Current Client Reference 1</b>	
Organization Name:	Contact and Title:
Address:	Phone number: Email Address:
Effective date of contract	Value of Contract:
Description of products/services provided:	
<b>Current Client Reference 2</b>	
Organization Name:	Contact and Title:
Address:	Phone number: Email Address:
Effective date of contract	Value of Contract:
Description of products/services provided:	
<b>Current Client Reference 3</b>	
Organization Name:	Contact and Title:
Address:	Phone number:



	Email Address:
Effective date of contract	Value of Contract:
Description of products/services provided:	
<b>Current Client Reference 4</b>	
Organization Name:	Contact and Title:
Address:	Phone number:
	Email Address:
Effective date of contract	Value of Contract:
Description of products/services provided:	
<b>Current Client Reference 5</b>	
Organization Name:	Contact and Title:
Address:	Phone number:
	Email Address:
Effective date of contract	Value of Contract:
Description of products/services provided:	



EXHIBIT "E"

**SUBCONSULTANTS**

<b>Subconsultant Name:</b>	
Organization Name:	Contact and Title:
Address:	Phone number: Email Address:
Effective date of contract	Value of Contract:
<b>Area of Responsibility</b>	
<b>Subconsultant Name:</b>	
Organization Name:	Contact and Title:
Address:	Phone number: Email Address:
Effective date of contract	Value of Contract:
<b>Area of Responsibility</b>	
<b>Subconsultant Name:</b>	
Organization Name:	Contact and Title:
Address:	Phone number: Email Address:
Effective date of contract	Value of Contract:
<b>Area of Responsibility</b>	
<b>Subconsultant Name:</b>	
Organization Name:	Contact and Title:





Address:	Phone number:
	Email Address:
Effective date of contract	Value of Contract:
<b>Area of Responsibility</b>	



SUBCONSULTANT REFERENCES

SUBCONSULTANT: \_\_\_\_\_

<b>Subconsultant Reference</b>	
Organization Name:	Contact and Title:
Address:	Phone number: Email Address:
Effective date of contract	Value of Contract:
Description of products/services provided:	
<b>Subconsultant Reference</b>	
Organization Name:	Contact and Title:
Address:	Phone number: Email Address:
Effective date of contract	Value of Contract:
Description of products/services provided:	
<b>Subconsultant Reference</b>	
Organization Name:	Contact and Title:
Address:	Phone number: Email Address:
Effective date of contract	Value of Contract:
Description of products/services provided:	
<b>Subconsultant Reference</b>	
Organization Name:	Contact and Title:



Address:	Phone number:
	Email Address:
Effective date of contract	Value of Contract:
Description of products/services provided:	

\*\* Add one page of references per subconsultant being utilized for City Project



EXHIBIT "F"

**CONTACT INFORMATION FORM**

**Proposer**

Full Name of Business: \_\_\_\_\_

Principal Business Address: \_\_\_\_\_

Principal Phone Number: \_\_\_\_\_

Local Business Address: \_\_\_\_\_

Local Business Contact: \_\_\_\_\_

Local Business Number: \_\_\_\_\_

Local Business Fax: \_\_\_\_\_

Local Business Email: \_\_\_\_\_

Type of Organization: \_\_\_\_\_

Tax I.D. #: \_\_\_\_\_

License #: \_\_\_\_\_

Registrations #: \_\_\_\_\_

**Provide names of authorized representative(s) of the Respondent who has/have legal authority to bind the Respondent into contractual obligations:**

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

**Organizational Structure**

<b>Name</b>	<b>Title</b>	<b>Area of Responsibility</b>
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1.		
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2.		
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3.		
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4.		
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5.		
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EXHIBIT "G"

**RESPONDENT CERTIFICATION**

The undersigned attest to his/her authority to submit this proposal and to bind the firm herein named to perform as per contract, if the firm is awarded the contract by the City.

The undersigned further certifies that he/she has read the Request for Proposal, Terms and Conditions, License And Registration Requirements, Insurance Requirements and any other documentations relating to this request and this proposal is submitted with full knowledge and understanding of the requirements and time constraints noted herein.

As addenda are considered binding as if contained in the original specifications, it is critical that the firm acknowledge receipt of same. The submittal may be considered void if receipt of an addendum is not acknowledged.

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_ Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_ Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Telephone #

\_\_\_\_\_  
Fax #

\_\_\_\_\_  
Main Office Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip Code

\_\_\_\_\_  
Address of Office Servicing City of Edinburg, if different than above

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip Code

\_\_\_\_\_  
Name and Title of Firm Representative

\_\_\_\_\_  
Telephone #

\_\_\_\_\_  
Fax #

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



## EXHIBIT "H"

### MINIMUM REQUIREMENTS

#### **RFQ No. 2021-01 SOLID WASTE MANAGEMENT CONSULTING, ENGINEERING, AND ENVIRONMENTAL MONITORING SERVICES**

To be deemed qualified and to contract with the City, the firm needs to specifically demonstrate their overall qualifications, licenses, education and experience in the listed categories and with specific tasks listed in **Section 3.14 Scope of Work** within the RFQ. At a minimum, the respondent must meet the following requirements and qualifications to be deemed eligible to proceed with the formal ranking of their RFQ. Please provide the required information and attach all relevant information needed and requested for the evaluation of this portion of the submittal.

1. Has the business been operating for a minimum of five years as an established and licensed firm, by the State of Texas, providing Professional Engineering and Geoscience services similar in nature to the Scope of Work outlined in this RFQ and as listed in Section 3.09 and was the supporting documentation demonstrating the time in business, certifications and licenses held by the firm included in the submission? 1  
 YES  NO
2. Does the firm employ a licensed Professional Engineer with no less than 20 years of experience in the solid waste industry and is able to provide Engineering Services to the City of Edinburg as outlined in the Scope of Work of this RFQ and as listed in Section 3.09 and was the supporting documentation included demonstrating the required license and experience?2  
 YES  NO
3. Did the Respondent demonstrate the project team's, including the sub consultants, overall qualifications, technical expertise and experience in the solid waste management and environmental engineering field and their thorough understanding of the regulatory requirements affecting the siting, design, permitting, and construction of MSW Landfills as they relate to and their application towards their compliance under, but not limited to: 30 TAC §330, 30 TAC §332, 30 TAC §335, 30 TAC §305, 30 TAC §312, 30 TAC §328 and 30 TAC §281? Was supporting documentation included that demonstrates the required combined 50 years of team experience (cumulative) specifically with Landfill related projects with a documentable track record of their work, project submittals and acceptance from the Texas Commission on Environmental Quality? Did the firm staff a licensed professional Geoscientist with no less than 20 years of experience and a proven positive record with the Texas Commission on Environmental Quality for their Ground Water Analysis submittals? As outlined in Section 3.09 of this RFQ, was the supporting documentation included demonstrating the qualification, expertise, required license and experience?  
 YES  NO
4. Did the firm and the assigned project managers, key personnel and sub consultants illustrate their understanding of the various rules/regulations including, but not limited to the following sections: 30 TAC §330, 30 TAC §332, 30 TAC §335, 30 TAC §305, 30 TAC §312, 30 TAC §328 and 30 TAC §281, as they relate to



permitting, compliance, design and construction standards applicable to landfill facility systems? As outlined in Section 3.09 of this RFQ and was the supporting documentation included demonstrating the required experience?

YES  NO

5. Did the firm demonstrate their experience in Local, State of Texas, and Federal regulations that affect any and all aspects of the solid waste program and do they have a sound working relationship with regulators in the respective field(s) at the Texas Commission on Environmental Quality? Did the respondent demonstrate experience with the Texas Administrative Code, including but not limited to the following sections: 30 TAC §330, 30 TAC §332, 30 TAC §335, 30 TAC §305, 30 TAC §312, 30 TAC §328 and 30 TAC §281? Did the applicant provide information to demonstrate the firm's experience in the category(s) of services listed in the Scope of Work SECTION 3.14, including experience with other local government and regulatory agencies, as they relate to MSW or Landfill facilities?<sup>5</sup>

YES  NO

6. Did the firm demonstrate to have performed at least five (5) solid waste landfill projects in relations to design and permitting, liner installation, ground water/ gas monitoring, Title V compliance and/or other related projects listed within the Scope of Work SECTION 3.14 within the last five (5) years in Texas and regulated by the TCEQ? At a minimum, was one (1) of the projects performed for a Landfill that has a service area that is regional in nature, contracted with multiple local and private entities for disposal services and with receiving rates in excess of 500K tons per year?<sup>6</sup>

YES  NO

7. Does the firm have any outstanding lawsuits or litigation with the City during the last five years that may materially affect its ability to provide the services outlined in the RFQ? If yes, Provide information on any lawsuits that would materially affect your ability to provide the work.

YES  NO

8. Does the firm have any outstanding regulatory issues or have had any regulatory issues during the last five years that may materially affect its ability to provide the services described herein of this RFQ? If yes, Provide information on any lawsuits that would materially affect your ability to provide the work.

YES  NO

**WERE THE LISTED REQUIRED FORMS SUBMITTED WITH THE MINIMUM REQUIREMENTS?**

1. INSURANCE ACKNOWLEDGEMENT FORM EXHIBIT "B"  YES  NO
2. REFERENCES FORM EXHIBIT "D"  YES  NO
3. SUBCONSULTANT REFERENCE FORM EXHIBIT "E"  YES  NO
4. PROJECT MANAGEMENT ORGANIZATIONAL STRUCTURE  YES  NO



5. PROFESSIONAL SERVICES AGREEMENT ACKNOWLEDGEMENT FORM EXHIBIT “C”

YES  NO

6. CONTACT INFORMATION FORM EXHIBIT “F”  YES  NO

7. RESPONDENT CERTIFICATION EXHIBIT “G”  YES  NO





EXHIBIT "I"

**TECHNICAL QUALIFICATION RATING SHEET**

City RFQ No: \_\_\_\_\_

Department: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Date of Rating: \_\_\_\_\_

Evaluators Name: \_\_\_\_\_

**1 Experience and Qualifications of Firm (20 points) –Rate the Firm on experience in the following areas:**  
 The qualifications of the respondent in terms of experience, service capability and resources will be reviewed in order to assess the ability of the respondent to successfully complete projects to be assigned under this RFQ. The firm's ability to provide the necessary professional and technical expertise and supervision will be a major consideration.

FACTOR:		Max Pnts.	Score
a.	Describe a brief history of the respondent lead company/firm and provide any background information that may be relevant to the City's needs on this project. Identify the Respondent as the lead design professional and identify any proposed subconsultants, which will be included on the Project "teams" by anticipating work categories necessary to complete a project.	20	<input type="text"/>
b.	Briefly describe your project team's experience and qualifications with development of similar projects. Include examples in the past five years where the project team has successfully completed a similar project(s). Include the most challenging issue that the team faced in the execution of the project, how that issue was resolved, and how lessons learned, have been incorporated back into your processes.		<input type="text"/>
c.	Demonstrate the firm's familiarity with City's key infrastructure, drivers and policies relevant to coordinating the program activities with all other City departments.		<input type="text"/>
d.	Describe experience and knowledge in providing the services described in the scope of work.		<input type="text"/>
e.	Company's history & experience in solid waste management and design		<input type="text"/>
f.	a. Discuss the Firms overall experience with (experience at minimum of 5 landfill sites): 1) Solid waste management regulations 2) Groundwater Monitoring and Analysis, 3) Municipal solid waste Permitting and Permit Modifications, landfill cell design, Construction Quality Assurance/Quality Control, closure and operation. 4) Solid waste transfer station design and operation. 5) Landfill gas systems design and operation. 6) Landfill gas to energy facility design and operation. 7) Stormwater management systems design and operation. 8) Customer convenience site design and operation. 9) Leachate management system design and operation. 10) Environmental assessment and permitting 11) Landfill Closure/Post-Closure Care Cost Estimates 12) Financial Assurance		<input type="text"/>

**MAX POINTS AVAILABLE SECTION 1**      **20**

**AWARDED POINT SUBTOTAL**     



<b>2</b>	<p><b>Experience and Qualifications of the Project Manager and Key Staff (20 points)</b></p> <p>The qualifications and experience of the individuals who will be directly assigned to the primary areas is a major evaluation factor to be considered. The personnel cited shall be designated as to whether they are an employee, consultant or contract employee of the RFQ respondent. Their educational and professional credentials as well as direct experience on similar projects will be considered in evaluating the respondent. Experience with other landfill projects and familiarity with municipal requirements and procedures will also be considered in the evaluation process.</p>
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FACTOR:		Max Pnts.	Score
a.	Firm staff's experience in municipal Solid Waste Projects in Texas.	20	<input type="text"/>
b.	Discuss the experience and qualifications of the project manager and key staff who will successfully provide the services outlined in this RFQ within the last five years.		<input type="text"/>
c.	Demonstrate the Project Manager and Key Staff's familiarity with City's key infrastructure, drivers and policies relevant to coordinating the program activities.		<input type="text"/>
d.	Please briefly describe the skills, knowledge and experience of the PM assigned to successfully complete the respective projects.		<input type="text"/>
e.	Describe your approach to overall team formation and coordination of team members with résumé by separate appendix of key team individuals who will work on this project (note: a maximum one-page limit per team member). Résumés do not count towards the 30-page limit.		<input type="text"/>
f.	Describe capabilities relevant to the RFQ that differentiates your team from others in the industry. Provide examples of when you have used these capabilities and the impact achieved.		<input type="text"/>
g.	Project team organization and "chain of command"		<input type="text"/>
a.	Data management and project tracking methods.		<input type="text"/>
b.	Cost and schedule controls.		<input type="text"/>
c.	Quality assurance procedures.		<input type="text"/>
d.	Subconsultants	<input type="text"/>	

<b>MAX POINTS AVAILABLE SECTION 2</b>	<b>20</b>
---------------------------------------	-----------

AWARDED POINT SUBTOTAL	<input type="text"/>
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<b>3</b>	<b>Project Approach/Management Plan (15 points)</b>		
The respondent is understanding of the objectives and scope of the requested services of the primary areas, in a clear and concise, written expression. The respondent will provide all the appropriately requested criteria consideration to be a critical component of the evaluation.			

FACTOR:		Max Pnts.	Score
a.	Describe what you would do to ensure the program work under this RFQ would be developed and executed in a timely manner. Include unique capabilities your proposed team would employ and how your organizational structure would help ensure plan tasks are executed within an aggressive schedule.	15	<input type="text"/>
b.	Describe how you would administer multiple concurrent plan tasks. Include unique capabilities your proposed team would employ and how your organizational structure would help ensure high quality deliverables within the agreed schedule. Describe your firm's program and project management approach and team organization for the provision of the services outlined in this RFQ. 1) (Project specific) Provide the team organization chart, identifying key plan tasks leads. Describe your team anticipated specially services. 2) (Project specific) Provide detailed outline of anticipated contract scope of work task elements, a timeline with plan work summary schedule with key plan milestones.		<input type="text"/>
<b>MAX POINTS AVAILABLE SECTION 3</b>		<b>15</b>	<input type="text"/>
AWARDED POINT SUBTOTAL			<input type="text"/>

<b>4</b>	<b>Respondent Capacity (15 points)</b>		
Respondents shall demonstrate methodology and examples of ability to meet both fast-track and more conservatively scheduled projects resulting from this RFQ.			

FACTOR:		Max Pnts.	Score
a.	Provide a list of all current major projects assigned to firm team members, include the following information: 1) Client/Owner and contact information. 2) Project description and construction estimate. 3) Key members of Respondent team (Principle in Charge, PM, etc.) assigned to each project. 4) Availability and staff resources for the project you are proposing. 5) Status and schedule for completion with original contract completion and projected completion. 6) If late, briefly describe cause and planned actions to recover schedule. 7) Provide brief description and cause of all contract amendments.	15	<input type="text"/>
b.	Discuss your team's capacity to accomplish any new projects under this RFQ with respect to your team's current and projected workload.		<input type="text"/>
<b>MAX POINTS AVAILABLE SECTION 4</b>		<b>15</b>	<input type="text"/>
AWARDED POINT SUBTOTAL			<input type="text"/>



<b>5</b>	<b>Respondent Past Performance (20 points)</b>
The respondent's successful experience in projects within the primary areas similar to the scope of work requested in this RFQ will be a major consideration. Based on the past performance of both the individual project personnel and the respondent, The City of Edinburg will determine if the respondent has the track record to provide the required services in successfully administering similar projects.	

	FACTOR:	Max Pnts.	Score
a.	Ability of Respondent to administer plan tasks on time, on schedule and on budget.	20	<input type="text"/>
b.	Briefly discuss your team's ability to maintain cost controls for design and construction phases to achieve the most cost-effective solutions and delivery within original budgets.		<input type="text"/>
c.	Provide examples of successful project delivery of similar projects.		<input type="text"/>
d.	Provide a list of the last five completed major projects by firm team members with the following information: 1) Client/Owner and contact information. 2) Project description and construction estimate. 3) Key Members of Respondent team (Principle in Charge, PM, etc.) assigned to each project. 4) Provide original contract schedule and final completion. 5) If late, briefly describe cause and resolution with respect to schedule. 6) Provide original construction budget and final construction award price. 7) g. If construction value exceeds original budget, briefly describe key cost factors and justification for increased cost.		<input type="text"/>

<b>MAX POINTS AVAILABLE SECTION 5</b>	<b>20</b>	
AWARDED POINT SUBTOTAL		<input type="text"/>

<b>6</b>	<b>Local Presences (10 Points)</b>
A statement addressing the firm's established presence in the City of Edinburg or the surrounding area (within a 75 mile radius); which allows for immediate support of the needs of the City and the programs.	

FACTOR:	Max Pnts.	Score
	10	<input type="text"/>

<b>MAX POINTS AVAILABLE SECTION 6</b>	<b>10</b>	
AWARDED POINT SUBTOTAL SECTION 6		<input type="text"/>

<b>MAX POINTS AVAILABLE</b>	<b>100</b>	
TOTAL POINTS AWARDED		<input type="text"/>



