**REQUEST FOR PROPOSALS (RFP)**

**GENERAL LABORATORY SERVICES**

The City of Merced Public Works Department invites your proposal to provide general laboratory testing and services. You are hereby invited to submit a proposal based upon the requirements and conditions set forth in this RFP.

**Proposal Submission**:

Three (3) copies of the completed proposal must be submitted in a sealed envelope marked “RFP for General Laboratory Services” no later than 4:30 p.m. on Friday, March 8, 2024.

**Fee Proposal**:

One (1) copy of the fee proposal must be submitted in a separate, sealed envelope marked as “Fee Proposal.”

**Mailing Instructions**:

### Jeremy Geiger

### Supervisor – Water Quality Control Division

City of Merced Public Works

1776 Grogan Avenue

Merced, CA 95341

**Inquiries**:

Questions pertaining to this RFP should be directed in writing only, no later than 72 hours prior to proposal submission to:

Jeremy Geiger, Supervisor, geigerj@cityofmerced.org

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1. Agreement for Professional Services
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**OBJECTIVE**

The City of Merced Department of Public Works Water Quality Control Division (WQCD) is requesting proposals for analytical testing services as required by the State of California, Regional Water Quality Control Board (RWQCB) National Pollutant Discharge Elimination System (NPDES) Permit and the California State Water Resources Control Board (SWRCB) Division of Drinking Water. Laboratories appropriately certified by the State of California Department of Public Health, Environmental Laboratory Accreditation Program (ELAP) and other such accrediting entities will perform all testing. Tests are to be performed per required analytical protocols listed below:

* 40 CFR Part 136 (approved methods for municipal and industrial wastewater)
* 40 CFR Part 136 or SW-846 (approved methods as specified by the City of Merced for municipal sludge)
* EPA 500 (series methods for analysis of organic compounds in drinking water or alternatives approved by federal and state regulatory agencies)

Results of analyses conducted will be used for compliance determinations, contamination investigations, and reporting to a variety of regulatory agencies including, but not limited to, the SWRCB, the RWQCB, the United States Environmental Protection Agency (USEPA), and the Merced County Division of Environmental Health (MCDEH).

The WQCD, Wastewater Treatment Plant (WWTP), and Water Division staff will sample the industrial wastewater, municipal wastewater, liquid sludge, dried sludge, municipal water wells, distribution system, and potentially contaminated soil and groundwater. All analyses must be performed in accordance with legal requirements for admissibility in court proceedings.

Any use of sub-contracting services must be identified in the proposal and included in the fee schedule.

The contract start and end dates will be for the term of July 1, 2024 through June 30, 2027. The City will review performance annually and will have the option to terminate the contract if not satisfied with performance.

**SCOPE OF SERVICES**

The Laboratory shall be California State Certified with qualified personnel. All analytical reports must be reliable and acceptable to appropriate regulatory agencies. Sample results must be received within fifteen (15) days. Rush samples are requested under special circumstances. These circumstances would require a 5-day or less turnaround time. The City has implemented a Laboratory Information Management System (LIMS) with Labworks, LLC. The Laboratory must have the ability to export data to LIMS.

The Laboratory shall exercise diligent sample handling and proper chain of custody protocols to ensure a representative sample arrives and is maintained at the Laboratory. The Laboratory shall provide appropriate sample containers and Chain-of-Custody forms as required in advance of sampling events. Quality Control Data must accompany analytical reports. The Laboratory shall provide consultation on proper sample practices and analytical reports upon request from the City.

Due to the varied nature of projects, ***the exact number of tests, types of tests, and a schedule for their submission during each fiscal year cannot be precisely specified*.** See **Attachment B** for an estimate of analyses that will be required based on sampling conducted during the past twelve-month period. **The City of Merced’s NPDES permit is set to expire May 31, 2025 and will enter into a new permit June 1, 2025. The City’s sample requirements are expected to change at that time for the NPDES sample portion of the contract. If the new sample requirements exceed the contracted dollar amounts, an amendment to the contract will follow.**

City staff will perform the following tasks:

* Collect and preserve samples in conformance with regulatory protocols
* Observe Chain of Custody protocols
* Correct methods as requested
* Maintain communication with laboratory to inform of sampling schedule

**Merced PCE Groundwater Project**

**Electronic Deliverable Format™ (EDF) Requirements**

Up to seventy-five (75) groundwater monitoring wells are sampled quarterly to support the City of Merced’s PCE Groundwater Project. The samples are to be analyzed utilizing EPA Method 8260B and the contracted laboratory (Laboratory) must prepare and submit results in accordance with the SWRCB’s ***Geotracker*** Electronic Deliverable Format™ (EDF) requirements. This electronic data processing is in addition to the standard reporting/suspense time of the analytical data described elsewhere in the RFP.

The Global ID numbers and Field Points Names for the project’s six (6) sites and associated one hundred (100) monitoring wells will be sent to the laboratory upon contract award. The number “75” above refers to the largest subset of the 100 wells that would be sampled in any one quarter.

The Laboratory shall prepare the applicable data files and shall transmit the data via email to the WQCD and the City’s designated environmental consultant firm within five (5) days of the certified report date. The consulting firm shall review the data and perform the actual upload to the Geotracker website. **To reiterate, the Laboratory shall not upload the data to Geotracker directly, the City will manage this task separately.**

**METHOD OF COMPENSATION**

Any necessary services outside the scope of the work must be identified and approved in advance by the City of Merced Public Works Director or his designee. In addition, no change orders or contract amendments will be considered without prior authorization from the City Public Works Director or his designee.

Payments will be made on net-30 terms upon invoice submission and will be based on actual hours worked or otherwise agreed upon fee structure. Invoicing shall include a detail of costs for work performed during the payment period, a summary of current invoice amounts, previous payments, and total payments to date.

###### **SPECIAL ISSUES AND REQUIREMENTS**

###### Form and Execution of Contract. **Attachment A** is the form of the contract (***Agreement for Professional Services***) the successful proposer will be expected to execute. Any exceptions to the form of the contract must be clearly stated in the proposal and may be grounds for being declared non-responsive.

Labor Code. The Laboratory shall comply with Sections 3700 et seq. of Labor Code of the State of California, requiring every employer to be insured against liability for worker’s compensation.

Civil Rights Laws.Laboratory, its employees, and any subcontractors shall comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, and all other applicable non-discrimination civil rights requirements.

Insurance. The Laboratory shall also meet the insurance requirements in Section 9 of the contract, including liability insurance in the amount of $1,000,000, naming the Agency as additional insured.

Conflict of Interest. The Laboratory must be aware of and comply with conflict of interest rules included in the California Political Reform Act, and Section 1090 et. Seq. of the Government Code. The Political Reform Act requires City/Agency officers and committee members to file statements of interest and abide by a Conflict of Interest Code. Section 1090 limits or prohibits a public official from contracting with a body of which an official is a member. Section 1090 applies even where the officer only reviews the contract for the approving body.

City of Merced Business License.Laboratory shall obtain and maintain a City of Merced Business license throughout the contracted period.

**PROPOSAL CONTENT**

The City requires the proposer to submit a concise proposal clearly addressing all of the requirements outlined in this RFP; it must contain information covering the following topics:

1. Cover Letter. The RFP shall include a cover letter signed by the team representative authorized to sign contracts stating interest and ability to perform the work, and ability to perform to above schedule (through June 30, 2027).
2. Experience and Services. The RFP shall list and describe previous experience and expertise with providing laboratory services at a scale comparable to this RFP.
3. Project Understanding. The RFP shall include a summary of the team’s understanding of the services to be provided to the City of Merced as well as any recommendations regarding additional services.
4. Special Requirements. The RFP shall include a statement of understanding and compliance with the special requirements listed herein.
5. References. The RFP shall include information on three (3) references that may be contacted to discuss the references’ experience with the team; include names, telephone numbers and email addresses.
6. Fee Estimates. Each proposal shall include a fee estimate for providing services and must be contained in a sealed envelope separate from the proposal. Specify hours by billing grades, hourly rates, costs by task, details of any other charges, a not-to-exceed amount for each task, and a total amount. Include a 10% contingency for unforeseen sample events.

**PLEASE NOTE:** The City does not pay for services in advance. Therefore, do not propose contract terms that call for upfront payments or deposits.

PROPOSAL SELECTION

## RFP submittal will be reviewed for completeness and qualifications by City representatives. A City representative will negotiate with the top-ranked proposer(s) to determine the final award.

This RFP does not commit the City to enter into a contract, nor does it obligate the City to pay for any costs incurred in preparation and submission of proposals or in anticipation of a contract. The City reserves the right, without qualification, to:

* Select any proposal when such action is considered to be in the best interest of the City
* Reject any and all proposals
* Issue subsequent requests for proposals
* Postpone opening for its own convenience
* Approve or disapprove the use of particular subcontractors
* Accept other than the lowest offer
* Exercise discretion and apply its own judgment with respect to selection of any proposals submitted
* Waive informalities and minor irregularities in the proposals
* Negotiate with any, all or none of the Proposers
* Select proposals, based on initial proposals received, without discussion or after detailed discussions or contract negotiations
* Enter into an agreement with another Proposer in the event the originally selected Proposer defaults or fails to execute an agreement with the City.

An agreement shall not be binding or valid with the City unless and until it is executed by authorized representatives of the City and of the Proposer.

## PROTEST PROCESS

RFP AWARD PROTEST AND APPEAL: Potential bidders, proposers, contractors, and sub-contractors wishing to protest or appeal a procurement or contracting decision made by the City must follow the procedures provided by this section. Protests or appeals which are not submitted in accordance with these procedures will not be reviewed.

PROCEDURE: PROTEST SUBMISSION

(1) Any interested party (actual or prospective bidder or proposer) may file a written protest with the Purchasing Supervisor (PS) no later than five (5) working days after the date of mailing a Notice of Intent to Award (NIA).

(2) The written protest may be delivered in person or via certified mail to the PS.

(3) The protest must be physically received by the PS by 4:00 p.m. PST, by the fifth day during the protest period.

(4) The protest filed with the PS shall meet the following prerequisites:

**a.** The name, address, and business telephone number of the protestor.

**b.** Identify the project under protest by name, RFP/quotation/bid number, and RFP/quotation/bid date.

**c.** Contain a concise statement of the grounds for protest; however, the RFP or bid procedures (including evaluation criteria) shall not constitute grounds for protest. Concerns related to those issues must be raised and addressed prior to the bid or proposal opening date to allow adjustments before evaluation of bids or proposals.

**d**. Include all supporting documentation, if any. Documentation submitted after filing the protest will not be considered during review of the protest or during an appeal.

PROTEST REVIEW AND APPEAL

(1) Upon receipt of a protest, the PS shall review all the submitted materials and shall create and retain a written record of the review. The PS shall respond in writing at least generally to each material issue raised in the protest not later than ten (10) working days after receipt of the protest.

(2) If the protested procurement involves federal funds, the PS shall give notice to the interested party that he or she has the right to appeal to the appropriate federal agency which shall be identified by name and address. An appeal hereunder shall be City of Merced Procurement Manual 26 filed with the appropriate agency within five (5) working days of the dispatch of rejection notices to the interested parties.

(3) The PS’ decision may be appealed in writing to the City Manager (CM) or his or her designee(s), with a copy to the PS, not later than ten (10) working days after the date the PS’ decision is mailed to the protesting party. A bid appeal review committee comprised of the CM or designee, and any other person(s) he or she selects shall review and decide the appeal based on the grounds and documentation set forth in the original protest to the PS. The appealing party may be represented by legal counsel, if desired. Each party shall bear its own costs and expenses involved in the protest and appeal process, including any subsequent litigation. The decision of the bid appeal review committee shall be final.

(4) If the protested procurement involves federal funds, interested parties may have the right to appeal to the appropriate federal agency. When applicable, the PS shall give notice to the interested party that he or she has the right to such an appeal and shall identify the federal agency by name and address. When applicable, an appeal hereunder shall be filed with the appropriate agency within five (5) working days of the dispatch of rejection notices to the interested parties.

PUBLIC RECORD

Responses to this RFP become the exclusive property of the City of Merced. At such time as the Public Works Department recommends a firm to the City Council, all proposals received in response to this RFP becomes a matter of public record and shall be regarded as public records, with the exception of those elements in each proposal which are defined by the Proposer as business or trade secrets and plainly marked as “Confidential,” “Trade Secret,” or “Proprietary”. The City shall not in any way be liable or responsible for the disclosure of any such proposal or portions thereof, if they are not plainly marked as “Confidential,” “Trade Secret,” or “Proprietary” or if disclosure is required under the Public Records Act. Any proposal which contains language purporting to render all or significant portions of the proposal “Confidential,” “Trade Secret,” or “Proprietary” shall be regarded as non-responsive.

Although the California Public Records Act recognizes that certain confidential trade secret information may be protected from disclosure, the City of Merced may not accept or approve that the information that a Proposer submits is a trade secret. If a request is made for information marked “Confidential,” “Trade Secret,” or “Proprietary,” the City shall provide the Proposer who submitted the information with reasonable notice to allow the Proposer to seek protection from disclosure by a court of competent jurisdiction.

WITHDRAWAL OF PROPOSALS

A Proposer may withdraw its proposal at any time before the expiration of the time for submission of proposals as provided in the RFP by delivering a written request for withdrawal signed by, or on behalf of, the Proposer.

**All submittals shall be submitted in writing**. Any exceptions to the requirements stated herein shall be clearly stated in the submittal and may be grounds for being declared non-responsive. All correspondence or communications in reference to this RFP shall be directed in writing only to:

Jeremy Geiger

Supervisor – Water Quality Control Division

City of Merced

1776 Grogan Avenue

Merced, CA 95341

geigerj@cityofmerced.org

All cost for preparation of the submittals shall be borne by the applicant, and submittals received shall become the property of the City, whether accepted or rejected. Incomplete submittals may be rejected as non-responsive. The City reserves the right to reject any and all proposals submitted in response to the RFP.