**REQUEST FOR PROPOSALS (RFP) for**

**HAY HARVESTING**

The City of Merced Wastewater Treatment Facility (WWTF) staff invites all prospective contractors to submit proposals for the harvesting of fodder crops onsite in the Land Application Area.

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 no later than 3:30 p.m. on Friday, October 25, 2024

**Fee Proposal**:

One (1) copy of a separate fee proposal must be submitted in a separate, sealed envelope marked “RFP for Custom Hay Harvesting.”

**Mailing Instructions**:

City of Merced

Wastewater Treatment Facility

1776 Grogan Ave

Merced, CA 95341

Envelopes must be clearly labeled as “RFP for Hay Harvesting”.

**Inquiries**:

Charles Slagter, WWTF Operations Supervisor, via email at [wwtpadmin@cityofmerced.org](mailto:wwtpadmin@cityofmerced.org)

Questions pertaining to this RFP should be directed in writing only, no later than 72 hours prior to proposal submission deadline to the e-mailing address indicated above.

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Attachments:

1. Scope of Services
2. Supplemental bid form
3. Form of Agreement (Services Agreement)

**OBJECTIVE**

The City of Merced Public Works Department (“City”) is seeking a qualified vendor to provide custom hay harvesting services.

The City of Merced WWTF Land Application Area is designed for the disposal of biosolids produced from the treatment of wastewater. Fodder crops are grown to absorb nitrogen from the biosolids to prevent nitrogen from seeping into the groundwater. Fodder crops are then harvested and sold to local farmers and ranchers.

The purpose of this RFP is to partner with a vendor who can assist the WWTF to harvest the fodder crops in recovering operation costs of the biosolids application.

Any quantity listed within this RFP or attachments is an estimate of anticipated needs and is given *for informational purposes only*. The estimated quantity should not be construed as an obligation; the actual quantities may vary depending on available funding. No unit price adjustments will be allowed as a result of an increase or a decrease in the quantities listed.

Contract term commencement is tentative on contract award; initial contract term shall commence February 1 2025 and end on June 30, 2027, with the option to renew for two (2) additional one (1) year periods.

**SCOPE OF SERVICES**

*See attached Scope of Services form.*

**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, upon invoice, will be made monthly 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 (***Services Agreement***) 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 Consultant 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.Consultant, 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 Consultant 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 Consultant 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.Consultant 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 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 hay brokerage and custom hay harvesting 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 reference’s experience with the team; include telephone number and email address.
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 for each task, and the total.

**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. The 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 the 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 sub-contractors
* Accept other than the lowest offer
* Exercise discretion and apply its judgment with respect to selection of any proposals submitted
* Waive any 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 fully executed by authorized representatives of the City and of the proposer.

**RFP PROTEST & APPEAL PROCESS**

Potential bidders, proposers, contractors, and sub-contractors wishing to protest or appeal a procurement or contracting decision made by the Purchasing Division must follow the procedures provided by this section. Protests or appeals which are not submitted in accordance with these procedures will not be reviewed.  
**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 at Purchasing Division, 2525 O Street, Merced, CA 95340.
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:
   1. The name, address, and business telephone number of the protestor.
   2. Identify the project under protest by name, RFP/quotation/bid number, and RFP/quotation/bid date.
   3. 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.
   4. 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 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 or proposal 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.

The City will not request authorization to award the contract until the protest process is completed.

**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 RFPs shall be directed to:

Charles Slagter, WWTF Operations Supervisor, slagterc@cityofmerced.org

All costs 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.