

# **BIG BEND GROUNDWATER MANAGEMENT DISTRICT NO. 5**



## **PROCEDURES AND GUIDELINES FOR REQUESTS FOR PROPOSALS (“RFP”)**

**Updated: December 01, 2024**

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# **Section 1 – Notice of Request for Proposals**

## **1.1. Request for Proposal**

The Big Bend Groundwater Management District No. 5 (“District”) hereby issues this request for proposal (“RFP”). The District is seeking proposals from individuals or firms interested and qualified to enter into a Lease Agreement (also referred to herein as “Contract” or “Agreement”) for the lease of parcels of agricultural crop land. The Proposers will be allowed to bid on all parcels or individual parcels.

## **1.2. Term**

The term of the contract will be for one year, with an option to extend it up to an additional one-year period, which may be exercised at the sole discretion of the District.

## **1.3. District Manager and Mailing Address**

### **Orrin Feril**

Big Bend Groundwater Management District No. 5

125 S Main St

Stafford, Kansas 67578

Phone: (620) 234-5352

[oferil@gmd5.org](mailto:oferil@gmd5.org)

# Section 2 – Instructions to Proposers

## 2.1. Proposer's Minimum Requirements

- A. The Proposer must have operated continuously for a minimum of two years as an established individual or firm in leasing agricultural crop land. Proposer must submit the following with its proposal: documentation demonstrating the required experience as outlined above.
- B. The Proposer must not have any outstanding lawsuits, nor has the Proposer been involved in any lawsuits during the last five years, that may materially affect their ability to provide the services described herein. In addition, the Proposer must not currently be involved in litigation with the District nor has the Proposer been involved in litigation with the District during the last five years. The Proposer must provide information on any lawsuits that would materially affect your ability to provide the work with your proposal.
- C. The Proposer must not have any outstanding regulatory issues, nor has the Proposer had any regulatory issues during the last five years that may materially affect their ability to provide the services described herein. The Proposer must provide information on any outstanding regulatory issues that would materially affect your ability to provide the work with your proposal.
- D. The Proposer must provide references within the "REFERENCES" section of the submission survey. The Proposer must provide three current client references and three former client references (or as many current and former client references as Proposer has available) for which the same services have been provided. This information will be used to determine the extent to which the Proposer is able to provide the services described herein to the District, as well as the level of customer service exhibited by the Proposer.

## 2.2. Submission of Proposal

- A. **PROPOSER SHALL SUBMIT ITS PROPOSAL, AS INSTRUCTED HEREIN.** All proposals must be complete and accurate and, in the District-approved format specified herein.
- B. The District requires that all proposals be submitted through the online

submission survey.

**Therefore, proposals submitted directly to the District by other means will be considered non-responsive and will be eliminated from consideration.**

- C. Proposals will be received before the date and time specified in this RFP. Without exception, proposals received on or after this deadline are late, shall be deemed non-responsive and shall not be considered.
- D. Proposers shall comply with the additional detailed instructions regarding submission of proposals found in this RFP.

# **Section 3 – Conditions Governing the Procurement**

## **3.1. Basis for Proposal**

Only the information contained in this RFP, questions and answers, addenda hereto and information supplied by the District in writing through the District manager should be used in the preparation of the Proposer's proposal.

## **3.2. Proposal Terms and Conditions**

With the proposal, the Proposer is committing to the terms and conditions proposed for inclusion in the final Agreement. Any concerns over the terms and conditions must be resolved during the proposal stage through the request for clarification question and answer process.

## **3.3. Disclosure of Proposal Contents**

Proposals will be handled in a manner that avoids disclosure of the contents to competing Proposers and keeps the proposals secret during evaluation. All proposals are open for public inspection after the contract(s) are awarded; however, trade secrets and confidential information in the proposals are not open for public inspection. **It is specifically provided, however, that each Proposer must identify any information contained in its proposal which it asserts is either a trade secret or confidential information.** Such material must be conspicuously identified by marking each page containing such information as "confidential" or "proprietary." **If such material is not conspicuously identified, then by submitting a proposal, the Proposer agrees that such material is considered public information.**

## **3.4. Late Proposals**

Without exception, proposals must be submitted before the DUE DATE FOR PROPOSALS. Proposals received on or after the time and date specified in this RFP are late and shall not be considered.

## **3.5. Signing of Proposals**

By submitting and signing a proposal, the Proposer indicates their intention to adhere to the provisions described in this RFP. **Proposals signed for a partnership** shall be signed in the Proposer's name by at least one general partner or designee. **Proposals signed for a corporation** shall have the correct corporate name thereon and shall bear the president's, vice president's, or designee's original signature with the name and title written below the corporate name. Any other signature must be accompanied by a resolution of the board of directors authorizing such

signature to contract in the corporation's name. The title of the office held by the person signing for the corporation shall appear below the signature of the officer.

**3.6. Cost of Proposal**

This RFP does not commit the District to pay any costs incurred by a Proposer for preparation and submission of a proposal or for procuring or contracting for the items to be furnished under this RFP. All costs directly or indirectly related to preparing and responding to this RFP, including all costs incurred for supplementary documentation, shall be borne solely by the Proposer.

**3.7. Ownership of Proposals**

All documents submitted in response to this RFP shall become the property of the District.

**3.8. Disqualification or Rejection of Proposals**

Proposers may be disqualified for any of the following reasons:

1. There is reason to believe that collusion exists among the Proposers;
2. The Proposer is involved in any litigation against the District;
3. The Proposer is in arrears on an existing contract or has defaulted on previous contracts with the District;
4. The Proposer lacks financial stability;
5. The Proposer has failed to perform under previous or present contracts with the District;
6. The Proposer has failed to use the District's approved forms;
7. The Proposer has failed to adhere to one or more of the provisions established in this RFP;
8. The Proposer has failed to submit its Proposal in the format specified herein;
9. The Proposer has failed to submit its Proposal before the deadline established herein;
10. The Proposer has failed to adhere to generally accepted ethical and professional principles during the proposal process;
- or,
11. The Proposer has failed to provide a detailed cost summary in the proposal if required.

**3.9. Right to Waive Irregularities**

Proposals shall be considered "irregular" if they show any omissions, alterations of form, additions or conditions not called for, unauthorized alternate proposals or irregularities of any kind. The District manager reserves the right to waive minor irregularities and mandatory requirements, provided that all responsive proposals failed to meet the same mandatory requirements and the failure to do so does not

otherwise materially affect the procurement. This right may be exercised at the sole discretion of the District manager.

**3.10. Withdrawal of Proposals**

Proposals may be withdrawn prior to the exact hour and DUE DATE FOR PROPOSALS.

**3.11. Proposal Offer Firm**

By submission of its proposal, the Proposer affirms that its proposal is firm for one hundred eighty (180) days after the DUE DATE FOR PROPOSALS and if awarded a contract, the proposal then remains firm for the duration of the contract.

**3.12. Proposer's Qualifications**

The District may make such investigations as necessary to determine the ability of the Proposer to adhere to the requirements specified herein. The District manager will reject the proposal of any Proposer who is not a responsible Proposer.

**3.13. Exceptions to RFP Specifications**

Although the specifications in the following sections represent the District's anticipated needs, there may be instances in which it is in the District's best interest to permit exceptions to specifications and evaluate alternatives. It is vital that the Proposer make clear where exceptions are taken to the specifications and how the Proposer will provide alternatives. ***Therefore, when allowed, exceptions, conditions, or qualifications to the provisions of the District's specifications must be clearly identified as such, together with reasons for taking exception, and submitted as a Request for Clarification during the proposal process. If the Proposer does not make clear that an exception is being taken and receive approval to take such exception, the District will assume the Proposer is, in its proposal, responding to and will meet the specifications and requirements of this RFP.***

**3.14. Consideration of Proposals**

Discussions may be conducted with responsible Proposers qualified to be selected for award for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements. In discussions, there shall not be disclosure of any information derived from proposals submitted by competing Proposers. Until award of the Contract is made by the District, the District reserves the right to reject any or all proposals, to waive technicalities, to re-advertise for new proposals or to proceed with the work in any manner as may be considered in the best interest of the District. Should the District require clarification from the Proposer, the District shall contact the individual named as the



organization's contact person.

**3.15. Termination of RFP**

The District reserves the right to cancel this RFP at any time. The District reserves the right to reject any or all proposals submitted in response to this RFP.

**3.16. No Obligation**

In no manner does this RFP obligate the District, or any of its agencies, to the eventual services offered until confirmed by an executed written Contract.

**3.17. Recommendation for Award**

District staff may recommend to the District Manager that award be made to the Proposer(s) whose proposal is determined by the District to be the most advantageous ("Best Value") to the District.

**3.18. Execution of Contract**

The District Manager, or designee, may authorize award of the Contract to the successful Proposer(s) and will designate the successful Proposer(s) as the District's provider(s). The District will require the Proposer(s) to sign the documents necessary to enter into the required Contract with the District and to provide the necessary evidence of insurance as required in the Contract documents. No Contract for this project may be signed by the District without the authorization of the District Manager, or designee.

**3.19. Disputes**

In the case of any doubt, or difference of opinion, with regard to the items to be furnished by a Proposer, or the interpretation of the provisions of this RFP, the decisions of the District shall be final and binding upon all parties.

**3.20. Right to Publish**

Throughout the duration of the procurement process and resulting Contract term, Proposer must secure from the District written approval prior to the release of any information that pertains to the potential work or activities covered by the RFP or the resulting Contract. Failure to adhere to this requirement may result in disqualification of the Proposer's proposal or termination of the Contract.

**3.21. Proposer's Ethical Behavior**

By submission of its proposal, the Proposer promises that Proposer's officers, employees, and agents will not attempt to lobby or influence a vote or recommendation related to the Proposer's proposal submitted in response to this RFP, directly or indirectly, through any contact with District

board members or other District officials between the date this RFP is released to the public and the date a contract is executed by the District Manager or designee. Such behavior will be cause for rejection of the Proposer's proposal at the discretion of the District Manager or designee. **Please complete and sign the Ethical Behavior form and return it with your proposal.**

**3.22. Quantities**

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

**3.23. Use of Subcontractors**

The Proposer may use subcontractors in connection with the work performed if awarded a contract. In using subcontractors, the Proposer is responsible for all their acts and omissions to the same extent as if the subcontractor and its employees were employees of the Proposer. All requirements set forth, as part of the Contract, are applicable to all subcontractors and employees to the same extent as if the Proposer and employees had performed the services.

**3.24. Protest Procedure**

A. These procurement protest procedures are applicable to procurement of goods or services by the District including where federal funds are used in whole or in part. These protest procedures are also made applicable to recipients awarded a grant of federal funds through the District who intend to provide such funds to subrecipients pursuant to an approved plan, project, or activity. This protest process does not create any due process rights but is intended to allow bidders/proposers to raise concerns regarding actions taken pertaining to a bid or other form of competitive solicitation.

B. The District's board of directors has the authority to settle or resolve any claim of an alleged deficiency or protest. The procedures for notifying the District of an alleged deficiency, or filing a protest, are listed below. If you fail to comply with any of these requirements, the District's board of directors may dismiss your complaint or protest.

**C. GROUND FOR PROTEST**

Only protests alleging an issue concerning the following subjects will be considered:

1. Violation of local, state, or federal regulation.
2. Issues with the solicitation document that creates an unfair

- advantage or unlevelled playing field.
3. Errors in computing the tabulation or evaluation of a bid or proposal.
  4. Discrepancies with material differences or quality of items or services.

**D. PROTEST PROCESS**

1. **Prior to Bid/Proposal Due Date** – If you are a prospective Bidder/Proposer and you become aware of the facts regarding what you believe is a deficiency in the solicitation, or solicitation process, before the Due Date for receipt of bids/proposals, you must notify the District in writing of the alleged deficiency no later than five days before the Due Date for bids/proposals, giving the District an opportunity to resolve the situation prior to the bid/proposal Due Date.
2. **After Bid/Proposal Due Date** – If you submit a bid/proposal to the District and you believe that there has been a deficiency in the solicitation process or the award, you have the opportunity to protest the solicitation process, or the recommended award as follows:
  - a. You must file written notice of your intent to protest within five calendar days of the date that you know or should have known of the facts relating to the protest. If you do not file a written notice of intent within this time, you have waived all rights to protest the solicitation process or the award.
  - b. You must file your written protest within seven calendar days of the date that you notified the District of your intent to protest.
  - c. You must submit your protest in writing and must include the following information:
    - i. your name, address, telephone, and fax number; and
    - ii. the solicitation number; and
    - iii. a detailed statement of the factual grounds for the protest, including copies of any relevant documents; and
    - iv. signature of the protestor and its representative and evidence of authority to sign; and
    - v. the form of relief requested.
  - d. Your protest must be concise and presented logically and factually to help with the District's review.
  - e. When the District receives a timely written protest, the District

manager will determine whether the grounds for your protest are sufficient. If the Purchasing Officer decides that the grounds are sufficient, the Purchasing Office will schedule a protest hearing, usually within five (5) working days. If the Purchasing Officer determines that your grounds are insufficient, the District will notify you of that decision in writing.

3. **Informal Protest Hearing** – The protest hearing is informal and is not subject to the Open Meetings Act. The purpose of the hearing is to give the protestor a chance to present the case, it is not an adversarial proceeding. The protestor may bring a representative or anyone else that will present information to support the factual grounds for the protest to the hearing.
4. **Protest Decision** – A written decision will usually be made within 15 calendar days after the hearing. The District will send a copy of the hearing decision after the appropriate District staff has reviewed the decision.
5. **Exceptions; Restrictions** – When a protest is filed, the District usually will not make an award until a decision on the protest is made. However, the District will not delay an award if the District manager determines that:
  - a. the District urgently requires the supplies or services to be purchased, or
  - b. failure to make an award promptly will unduly delay delivery or performance.

In those instances, the District will notify the protestor and make every effort to resolve your protest before the award.

6. **Federal Agency Review** – Every protestor must exhaust all administrative remedies with the District as are provided in this Protest Procedure before pursuing a protest to the appropriate federal agency. Reviews of protests by the federal agency are limited to:
  - a. violations of federal law or regulations and the standards set out in the relevant regulations (44 CFR § 13.36.10, 24 CFR §85.36(b)(12), 24 CFR § 84.41 or as otherwise may be applicable); and
  - b. violations of the District's Protest Procedures for failure to review a complaint or protest.

Any protests received by the federal agency other than those specified above will be referred to the District for handling and resolution.

**3.25. Insurance Requirements**

LESSEE'S LIABILITY INSURANCE

- A. Lessee must not commence work under this contract until all insurance required has been obtained and such insurance has been approved by the District.
- B. Upon request, Lessee must furnish to the District's Manager one (1) copy of the Certificate of Insurance, with applicable policy endorsements, showing the following minimum coverage by an insurance company(s) acceptable to the District's Manager. The District must be listed as an additional insured on the General liability and Auto Liability policies **by endorsement**, and a waiver of subrogation **endorsement** is required on GL, AL, and WC if applicable. **Endorsements** must be provided with a Certificate of Insurance. Project name and/or number must be listed in the Description Box of Certificate of Insurance.

TYPE OF INSURANCE	MINIMUM INSURANCE COVERAGE
<p><b>30-day advance written notice of cancellation, non-renewal, material change or termination required on all certificates and policies.</b></p>	<p><b>Bodily Injury and Property Damage</b> Per occurrence – aggregate</p>
<p>COMMERCIAL GENERAL LIABILITY including:</p> <ol style="list-style-type: none"> <li>1. Commercial Broad Form</li> <li>2. Premises – Operations</li> <li>3. Products/Completed Operations</li> <li>4. Contractual Liability</li> <li>5. Independent Contractors</li> <li>6. Broad Form Property Damage</li> <li>7. Personal Injury</li> </ol>	<p>\$1,000,000 Per Occurrence \$1,000,000 Aggregate</p>

- C. In the event of accidents of any kind related to this contract, Lessee must furnish the Risk Manager with copies of all reports of any accidents within 10 days of the accident.