

Bid No. 23.05.I

Bid Title: Cutting, Baling, and Removal of Hay from the City of Pampa's Landfill Property

Description: Cutting, Baling, and Removal of approximately 200 acres of land.

The City of Pampa is soliciting proposals from qualified vendors and sole proprietors for a three (3) year Agreement for Hay Cutting, Baling and Removal from the City's Landfill property at a price per bale bid by an Independent Hay Contractor (the "harvester"). Vendors and sole proprietors are required to furnish all equipment and manpower to perform this service. The minimum qualifications for hay harvesting (cutting, baling and removal of hay at a paid price per bale) and the scope of work are described as follows below.

Publication Date:

9/2/2023

Closing Date/Time:

9/20/2023 2:00 PM

Pre-bid Meeting:

9/6/23 at 10 AM at Landfill

Contact Person:

Policy and procedural questions should be directed to: Gary Turley at 806-669-5750 or email [gturley@cityofpampa.org](mailto:gturley@cityofpampa.org)

Plan & Spec Available:

1. The primary function of the grasses growing on the property is to provide erosion protection.
2. The City shall control the cutting and baling schedule of the grasses. The City's Landfill Superintendent will have the final decision on whether a slope is ready for harvesting.
3. The Harvester will commit no act that will damage Landfill property. Property includes all well sampling sites, buffer markers, landfill cell markers, and exhaust pipes with wind turbines. It being distinctly understood by the Harvester that the primary function of the Landfill facility is to treat rubbish and other items of disposal and that the hay is secondary and subordinate to the facility's main purpose. The Harvester shall protect the graded slopes, pipes, ditches, and all other equipment used in the process of treating rubbish. The Harvester shall repair or replace any equipment damaged due to the harvesting process. The Harvester shall provide the labor as well as the materials to repair or replace the damaged equipment.
4. The tasks of cutting and baling the grasses are to be provided by the Harvester. The City's primary concern will be to monitor the techniques and farm equipment used by the Harvester to assure that property is not damaged during the harvesting process. The Harvester is expected to cut and bale the suitable areas for hay productions.

5. The Harvester cannot subcontract either the cutting or baling operations to another individual without approval of the City.
6. The Harvester shall have the option of producing either round or square bales of hay.
7. The time frame between cuttings will not always be possible because of delays due to rainstorms or unexpected cool weather. The City's Landfill Superintendent and the Harvester shall prepare a harvesting schedule in advance.
8. The Harvester will be expected to cut and bale this acreage in as short a time as possible (within five days). The City will notify the Harvester a minimum of seven days in advance whenever an area is planned to be harvested.
9. The term of the agreement will begin September 12, 2023 and shall end September 30, 2026. Either party may terminate the agreement without cause upon sixty (60) days written notice to the other party's last known address. Should this agreement be terminated before the expiration date, the Harvester shall have thirty (30) days from date of such termination to remove the baled hay and their equipment, provided payment for the baled hay is made to the City, at the bidder's pricing proposal agreed upon by the City, before the removal; otherwise, the hay then remaining shall become property of the City.
10. Prior to beginning operation of this agreement, the Harvester shall list all cutting and baling equipment that will be used to harvest the hay as well as age of the equipment. Also, the Harvester shall list all references. The Harvester shall provide proof of general liability insurance that covers physical damage done by the Harvester to the plant facility or any component parts, and for bodily injury resulting from the Harvester's operation, with minimal limits of \$500,000 for property damage and \$250,000 for bodily injury.
11. Under no circumstances shall bales of hay be removed from the Landfill facility without first obtaining a bale count verification from the Landfill Superintendent or designee.
12. For each square bale produced, the Harvester shall pay the City \$\_\_\_\_\_ and for each round bale produced, the Harvester shall pay the City \$\_\_\_\_\_. All payments are to be made to the City of Pampa before the hay is removed from the Landfill property.
13. It is agreed that the Harvester is not, and shall not represent himself to be an employee, agent, or representative of the City. During this agreement, the Harvester shall bear to the City the relationship of independent contractor. Harvester agrees to hold harmless the City from all liability or cause of action for damages or injuries that result from the acts of the Harvester or his agents or employees in performing the objectives of this agreement.

Qualifications:

The City desires to retain a vendor or sole proprietor with prior experience in cutting and baling hay. The successful bidder shall be required to submit such evidence of qualifications as deemed necessary. The City shall consider any evidence available of the Bidder's financial, technical, and other qualifications and abilities. Bidders shall be required to show that they have had experience in work of the same nature and supply the City with a list of references who may be contacted concerning the results of similar work

performed by the bidder. The City shall have the right to make a final decision in regarding a bidders qualifications.

Special Requirements:

Proposals should be simple and economical, providing a straight-forward, concise description of the bidder's ability to meet the requirements of this RFP. All services to be performed shall be carried out by competent, qualified, and experienced personnel. Qualified submittals shall include the following:

Three (3) copies of the sealed proposal/qualifications must be delivered to:

City of Pampa

Office of City Secretary, Room 205

200 W. Foster

Pampa, Texas 79065

The proposal and all required submittals shall be delivered to the City Secretary's Office no later than 2:00p.m. on Thursday, September 14, 2023. Each proposal should be marked on the outside of the envelope: "Sealed Proposal- Hay Harvesting for Landfill Property Bid No. 23.05.1"

Format: The proposal shall be on an 8 x 11-inch paper and organized in sections following the order specified under contents.

Contents: Proposal shall contain the following information:

- A letter of transmittal signed by an individual authorized to bind the proposing entity and provide a detailed description of the scope of work to be performed and completed. Bales of hay produced can be square or round bales. Indicate the number and type of personnel that will be allocated for this service.
- A list of clients where the bidder has completed hay cutting and baling services similar in size and scope to this RFP. Bidders shall provide the name, address, and phone number of previous clients.
- Complete an acknowledgment of compliance for insurance requirements and attach a copy of a valid insurance certificate for the vendor or sole proprietor's general liability insurance that covers equipment and property damages with a minimal limit of \$500,000 and coverage for bodily injury with a minimal limit of \$250,000.
- Submit the bidder's pricing proposal to be paid to the City for each square bale produced and for each round bale produced by Independent Hay Contractor.

Miscellaneous:

The City reserves the right to waive any informalities and to reject any or all bids.

At the time of the opening of the proposals, each proposer will be presumed to have inspected the properties and to have read or have been made thoroughly familiar with the specification regarding hay cutting and baling services. **It is understood that the submission of a proposal is an agreement with all the items and conditions referred to herein.**