

# City of Merced

## Request for Proposal

### For the brokerage of hay

Please contact Mr. Charles Slagter, Operations Supervisor, at (209) 385-6207 to arrange an inspection of the Land Application fields. Inspections will be arranged between 9:00 a.m. and 3:00 p.m., Monday through Friday, at the City of Merced Land Application, 10260 Gove Road, Merced CA.

The City of Merced Land Application Division currently has in production 260 acres of alfalfa, 415 acres of rotating crops of Triticale and Silage corn, and 70 acres of dry farm winter oats (hereafter "Crops"). Fields may be taken out of production upon the discretion of City of Merced staff for the incorporation of biosolids, which typically occurs twice a year. The allocation of crop acreage and rotation of crops may change during the term of the Brokerage Agreement at the sole discretion of the City.

The following Terms and Conditions will apply to the brokerage of all hay crops:

1. Bidders are to formally submit the rates they charge for brokerage of Crops. See supplemental bid form. These rates will be in effect during the term of the Agreement, but shall be subject to an annual adjustment for inflation based on the Consumer Price Index ("CPI") for the area closest to the City, published by the United States Department of Labor, Bureau of Labor Statistics. If the CPI is discontinued or revised, such other government index or computation with which it is replaced shall be used in order to obtain substantially the same results as would be obtained if the index had not been discontinued or revised.
2. The successful responder will sell each cutting of Crops according to market value and deduct brokerage fees, harvesting costs, as well as any time or materials incurred during the growing cycle of the harvested crop. Determination of value will be coordinated with and approved by Charles Slagter, Operations Supervisor WWTF.
3. Hay Samples will be taken by City of Merced staff, and once the results are obtained, the broker and city staff will determine the approximate market value of the hay. Brokerage of the hay crop is responsibility of the broker.
4. The coordination of cutting, baling, spraying, irrigation, and planting is to be handled between the City's Land Application Program Lead Worker, the operations supervisor, and the broker. The City of Merced has the final authority and discretion regarding irrigation timing and practices and fertilizer applications to ensure compliance with permits and regulations.
5. All hay or silage is to be sold "as is and where is" and without any recourse to the City of Merced. Upon harvesting, all crops are to be sold and removed from premises in as short as time possible to avoid accumulation of stacked hay.
6. All hay is to be stacked separately from each field and tonnage per field is to be provided for documentation purposes.
7. Crops must be paid in full (minus any authorized deductions) to the City of Merced within 30 days of the sale. All loads must be weighed on a certified scale. (NO EXCEPTIONS). Checks can be made out to the City of Merced, and dropped off in person at the WWTF.
8. The City of Merced reserves the right to reject any and/or all proposals, or to accept the proposal that best serves the public, even though it may not be the highest.

9. Proposals are to encompass the entire harvest, proposal for certain crops or for certain fields are not accepted.
10. The length of the Agreement will be for three years with an option to extend the Agreement for two (2) one (1) year periods. An annual review of the broker's performance in all aspects of service shall be performed by the City. The City of Merced retains the right to cancel the contract at any time.
11. The successful responder will be required to enter into an Agreement that will include the requirements of this RFP as well as other requirements, including signing a Release of Liability and Indemnity Agreement. Any submission of a response without objection to the Agreement or Release of Liability and Indemnity Agreement indicates responder's understanding and intention to sign the aforementioned Agreements. If there is a term or condition in either Agreement that responder intends to negotiate, it must be stated in their response. The City reserves the right to reject any response(s) containing exceptions or modifications to the Agreements. The Agreements are attached to this RFP and should be reviewed carefully before submitting a response as both contain indemnification clauses.

SEALED BIDS will be accepted until 3:00 p.m. January 5, 2016, at the city of Merced Wastewater Treatment Facility located at 10260 S. Gove Road, Merced, CA, 95341.

The undersigned agrees to the harvesting, selling, brokering of all herein described hay.

The undersigned also agrees to pay all such charges as may be necessary for the purchase of the herein described Hay.

Bidder's Name: \_\_\_\_\_

By: \_\_\_\_\_  
Signature

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

\_\_\_\_\_

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

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