

**TOWN OF LOOMIS**  
**Surplus Compost Bid Proposal**  
 (TURN THIS FORM IN)

**Bids Due:** April 5, 2022 @ 4:00pm

**Bid To:** Town of Loomis  
 3665 Taylor Road  
 Loomis, CA 95650

**Bid For:** The purchase of up to three hundred sixteen (316) tons of surplus Organic Gold Compost from the Nortech Waste at their composting facility at 3033 Fiddymment Road in Roseville. Material is being sold as-is, where-is, and in accordance with the terms and conditions stated herein.

Item No.	Item Description	Quantity Desired	Unit	Unit Price (Cost/Ton)	Total Bid Amount Offered
1.	Organic Gold Compost - Buyer responsible for all freight costs. Prices to remain good through June 30, 2022.	_____	Tons	\$_____	\$_____

**Purchase Schedule:**

<u>Month</u>	<u>Tons to Take Delivery</u>
April 2022	_____ tons
May 2022	_____ tons
June 2022	_____ tons

**Bid Security:**

A bid security is not required. By submitting a proposal, however, the vendor agrees to take delivery of compost in the quantity indicated, at a cost not exceeding the unit price indicated. (See the methodology in the terms and conditions section for how the unit price for compost will be established).

**Bid From:**

The undersigned "Bidder" hereby agrees to purchase the items described above in accordance with instructions, terms and conditions contained in this Notice Inviting Bids.

Company Name (if applicable): \_\_\_\_\_

Bidder's Name: \_\_\_\_\_ Phone No.: (\_\_\_\_) \_\_\_\_\_

E-mail: \_\_\_\_\_

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

City, State, Zip Code: \_\_\_\_\_

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

## **TOWN OF LOOMIS Terms and Conditions**

By submitting a Bid Proposal to buy surplus compost from the Town, the Vendor agrees to the following:

1. **Direct Service Provider.** The successful bidder agrees to enter into the Town's Direct Service Provider Agreement, attached and incorporated herein (the "Agreement").
2. **Acceptance of Goods.** Vendor accepts all compost as-is, where-is, and with all faults. The Town makes no warranty, expressed or implied, with respect to the condition of the compost. Town specifically disclaims any warranties or marketability of the material for any purpose.
3. **Collusion and Financial Interest.** Vendor confirms it has not, directly or indirectly, colluded with any other vendor and/or offered inducements to any Town officer or employee.
4. **Governing Regulations.** Vendor shall abide by all local, state and federal laws and regulations pertaining to the use, transport and handling of compost.
5. **Hold Harmless.** To the fullest extent permitted by law, Vendor shall defend, indemnify, and hold the Town, Town officers, employees and agents of the Town harmless from any and all claims, liabilities, liens, demands, law suits, actions, losses, damages, injuries, judgments, penalties, fines, settlements, costs or expenses (including attorneys' fees and expert witness fees) asserted in law or in equity or in enforcing this indemnity and defense obligation (collectively, "Claims") for any damages or injury of any nature whatsoever to any person or property resulting from, arising out of, or caused in whole or in part by Vendor's purchase, acceptance, or transportation of any and all materials subject to this Agreement.
6. **Method for Determining the Unit Price for Surplus Compost.** A sealed bid, "Uniform Price Auction" approach will be used to establish the unit price for compost. Under this approach, each ton of compost will be offered at the same unit price to all winning bids, based upon the lowest winning bid's unit price. Bidders will designate both the quantity of tons desired and the maximum unit price per ton that they are willing to pay on their Bid Proposal Form. Compost will then be awarded to the highest bidder first, in the quantity requested, then the second-highest bidder and so forth until the supply is exhausted. As a cost, all winning bidders will pay the unit price equal to the lowest winning bid's unit price. (The lowest winning bid, being the lowest bid of the bidders who actually received one or more units of compost).

By way of example, say the following bids were received for the 316 tons of compost available.

Bidder 1 - \$15/ton, 50 tons  
Bidder 2 - \$14.50/ton, 200 tons  
Bidder 3 - \$12.50/ton, 150 tons  
Bidder 4 - \$11.25/ton, 316 tons

The point at which the supply of compost was exhausted was during the third bidder's bid. Bidders 1-3 are therefore winning bidders. The lowest unit price offered by the third bidder was \$12.50 per ton, so this unit price would be offered to all winning bidders. The full quantity of compost requested by the first and second bidders would be awarded to them and the balance of 66 tons of compost would be awarded to the third bidder.

7. **Town's Right to Reject or Award Bids.** The Town reserves the right to waive any non-material or inconsequential irregularities in the bid or to reject all bids received, for any reason whatsoever.
8. **Potential For Compost Fulfilment by Other Agencies.** As part of a cooperative bidding solicitation, should there be bids for a greater quantity of compost than the 316 tons that Loomis has available, the unit price for compost established under the methodology described above may be offered by other agencies in Placer County wishing to dispose of their surplus compost. While agencies are under no obligation to sell, and bidders are under no obligation to purchase compost offered by other agencies, should a transaction occur, it would be made under the same terms and conditions as stated herein under a separate Direct Service Agreement with the offering agency.

**TOWN OF LOOMIS**  
**Direct Service Provider Agreement**

This Agreement is made on \_\_\_\_\_, by the Town of Loomis (“Loomis”) and by \_\_\_\_\_ (“Vendor”).

WHEREAS, the Town is in need of the services of a vendor that will take delivery of surplus compost; and

WHEREAS, the Vendor is available, qualified and willing to take delivery of the Town’s surplus compost.

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. Scope of Services. Town agrees to offer surplus compost to the Vendor which is stockpiled at the Nortech Waste composting facility at 3033 Fiddymment Road in Roseville. Vendor agrees to take delivery of the compost and pay, as compensation, in accordance with the Compensation Section of this Agreement.
2. Time of Performance. The quantity of compost indicated below shall be picked up by the Vendor, during or before the months stated.

<u>Month</u>	<u>Tons to Take Delivery</u>
April 2022	_____ tons
May 2022	_____ tons
June 2022	_____ tons
3. Compensation. For services rendered under this Agreement, the Vendor shall pay the Town the unit price of \$\_\_\_\_\_ per ton for compost. Compost is being sold as-is, where-is, and in accordance with the terms and conditions stated in the Notice Inviting Bids. No sales tax will be charged as part of the per ton price. Vendor is responsible for the cost of freight and trucking arrangements.
4. Methods of Payment. Payment for compost shall be made by the vendor within 30 days following invoicing by the Town.
5. Termination. Town shall have the right to terminate this Agreement at any time without cause.
6. Amendments. Amendments to this agreement shall be in writing and signed by both parties prior to taking effect.
7. Independent Contractor. Vendor is an Independent Contractor, and its employees shall not be employees of or have any contractual relationship with the Town.

8. Business License. A Business License is required of all vendors conducting business in the Town. Rather than passing along the cost of a business license to the Town as part of the Bid Proposal, a business license shall be made available to Vendor at no-cost.

9. Assignability of Agreement. This Agreement contemplates the personal performance of the Vendor and is based upon a determination of its unique personal competence and experience and upon its specialized personal knowledge. Assignments of any or all rights, duties or obligations of the Vendor under this Agreement will be permitted only with the express written consent of the Town.

10. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California. All parties to this Agreement agree that any resulting actions or proceedings shall be tried and litigated in Placer County.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first written above.

TOWN OF LOOMIS

By \_\_\_\_\_  
Town Manager

VENDOR

By \_\_\_\_\_

Written Name \_\_\_\_\_

ATTEST:

By \_\_\_\_\_  
Town Clerk