

**TOWN OF LOOMIS**  
**On-Call Material Hauling**  
**Bid Proposal**  
(TURN THIS FORM IN)

**Bids Due:** March 31, 2022 @ 4:00pm

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

**Bid For:** The hauling of up to 316 tons per calendar year of Nortech Waste Organic Gold Compost to be picked up from their composting facility at 3033 Fiddymment Road in Roseville and delivered to the Town’s Corporation Yard at 3165 Rippey Road in Loomis. No guarantee is being made as to the actual quantity of material that will be requested for hauling. Delivery services to be provided on an as-needed, on-call capacity. At the hauler’s discretion, material may be delivered in “full” batches, up to the load carrying capacity of the truck being used, to be weighed at the composting facility and paid on a per ton delivered basis. The unit price paid shall include compensation for all hauling related services including incidentals, the furnishing of a truck, manpower, fuel, truck cleaning, and all indirect costs such as administration, overhead and profit. The cost of compost is not included as this will be paid directly to the producer by the Town.

Item No.	Item Description	Quantity Desired	Unit	Unit Price (Cost/Ton)
1.	Hauling of Organic Gold Compost – Delivery cost only. Town will pay the producer separately for the cost of compost. Unit price to be good thru September 30, 2023.	TBD	Tons	\$_____

**Bid Security:**

A bid security is not required.

**Bid From:**

By submitting a proposal, the Contractor agrees to delivery compost within 7 calendar days of the Town making a request, at the unit price stated above. The undersigned hereby agrees to the General Conditions contained in this Notice and agrees to enter into the Town’s Standard Services Agreement.

Company Name: \_\_\_\_\_

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

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

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

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

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

**NOTICE INVITING BIDS**  
Town of Loomis  
On-Call Material Hauling Services

**DESCRIPTION OF REQUIRED SERVICES:**

The Town of Loomis is soliciting bids for the hauling of organic compost from the Western Placer Waste Management Authority's (WPWMA) facility at 3033 Fiddyment Road in Roseville to the Town's Corporation Yard at 3165 Rippey Road in Loomis.

On-call services will be for a duration of 18-months, starting in April 2022, with an option to extend for up to two additional one-year periods, upon mutual consent of both parties. Prices will be paid on a per-ton-delivered basis, utilizing trucks with a capacity of at least 10 cubic yards. Up to 316 tons of material, per year, may be requested for delivery. Although no amount or use of services is implied or guaranteed.

**REQUIREMENTS AND INSTRUCTION FOR SUBMITTING PROPOSALS**

1. Qualifications: Trucking services may be provided by either a company or an individual. The services envisioned do not meet the requirement of a "public works" project and as such, there are no State Contractor License requirements and no requirement to pay prevailing wage. A valid California commercial driver's license with proof of insurance is required.
2. Bid Package: Bid package information is available free of charge from the Town's website under the "RFP, Bids, Notices" webpage. <https://loomis.ca.gov/bids-and-rfps/>
3. Bid Due Date: Bids are due on or before Thursday, March 31, 2022 at 4:00pm.  
Deliver To: Town of Loomis, Town Hall, 3665 Taylor Road, Loomis, CA 95650
4. Questions To:           Merrill Buck, Town Engineer  
                                  Phone: (916) 824-1518  
                                  Email: [townengineer@loomis.ca.gov](mailto:townengineer@loomis.ca.gov)
5. Award: A contract will be recommended for award following the review and ranking of bids received. The Town reserves the right to reject any and all proposals, or to waive any errors, discrepancies or irregularities.
6. Firm Prices: All bid prices will be held firm for a minimum of thirty (30) calendar days after the due date for submitting bids.

## GENERAL CONDITIONS

1. **Firm Prices.** All quotes will be held firm for a minimum of sixty (60) days after the bid proposal's due date to allow adequate time for the Town to consider each bid and make an award. After award, pricing shall be held firm through the duration of the agreement.

2. **Licensed Contractor.**

Required     Not Required

If noted above as required, all contractors bidding on work requiring a State of California Contractor's License must be licensed by the time of the project award. See the Notice Inviting Bids for specific license requirements.

3. **Reliance Upon Professional Skill.** It is mutually agreed by the parties that the Town is relying upon the professional skill of Contractor, and that the work shall conform to generally recognized professional standards in the industry.

4. **Independent Contractor.** It is agreed that the Contractor is an independent contractor and that all persons working for or under the direction of Contractor are the Contractor's agents and employees, not agents or employees of the Town.

5. **Non-Collusion and Financial Interest.** The Contractor certifies that he has not directly or indirectly been collusive with any other Contractor or other party interested in this bid. Additionally, the Contractor stipulates that no Town officer or employee shall have a financial interest, either directly or indirectly, in any contract, sale, purchase or lease to which the Town is a party.

6. **Nondiscrimination.** Contractor shall afford equal employment opportunities for all persons without discrimination because of race, color, religion, sex, sexual orientation, political affiliation, national origin, ancestry, age, marital status, physical or mental disability, military or veteran status, gender identity or expression, or genetic information.

7. **Prevailing Wage.**

Required     Not Required

If the work required is deemed a public work, it shall be subject to the payment of prevailing wages under California Labor Code Section 1770 and the sections that follow.

8. **Liquidated Damages.**

Required     Not Required

The Contractor shall diligently deliver all goods and complete all services called for under the agreement. If noted above as required, then time is of the essence and failure to deliver and complete all services may be grounds for termination of the Agreement. The project shall be completed within N/A of the Notice to Proceed. As a remedy for failure to finish all work within this stated duration, the Contractor may be assessed liquidated damages in the amount of N/A per day for each and every calendar day in excess of the number of working days prescribed.

9. **Bid Bond.**

Required     Not Required

If noted above as required, a bid security in the amount of at least 10% of the total amount bid shall be provide with the bid proposal.

10. **Payment, Performance and Maintenance Bonds.**

Required     Not Required

If noted above as required, payment, performance and maintenance (warrantee) bonds shall be required under the terms of the Construction Agreement.

11. **Insurance.**

Required     Not Required

If noted above as required, Contractor shall acquire and maintain General Liability, Automobile Liability, and Workers' Compensation insurance coverage relating to the services to be performed of the Contractor, its agents, representatives, employees or subcontractors in a form subject to the approval of the Town Attorney. The cost of such insurance shall be included in Contractor's bid. The minimum amounts of coverage corresponding to each form of insurance shall be as follows:

<u>Insurance Category</u>	<u>Minimum Limits</u>
General Liability	\$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury, personal injury and property damage.
Automobile Liability	\$1,000,000 per accident, \$2,000,000 aggregate for bodily injury and property damage (coverage required to the extent applicable to Contractor's vehicle usage in performing services hereunder).
Workers' Compensation	Statutory minimum, as required of under the Labor Code of the State of California

12. **Agreement.** If the bid proposal is accepted, the Contractor agrees to contract with the Town under the terms of the Town's Service Agreement, including furnishing all required bonds and insurance certificates, as applicable. The person(s) executing this Agreement on behalf of the parties warrant that they are duly authorized to do so.

13. **Governing Law.** The Agreement shall be construed and enforced pursuant to the laws of the State of California. Should any legal action be brought by a party for breach of the Agreement or to enforce any provision therein, the prevailing party of such action shall be entitled to reasonable attorneys' fees, court costs, and such other costs as may be fixed by the court. Reasonable attorneys' fees of the Town Attorney's Office, if private counsel is not used, shall be based on comparable fees of private attorneys practicing in Alameda County.

14. **Hold Harmless.** To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold the Town, its officers, employees, agents and volunteers, harmless from any liability for damage or claims of the same, including but not limited to, personal injury, property damage, and death, which may arise from the Contractor or Contractor's subcontractors, agents or employees' operations under this Agreement. Town shall cooperate reasonably in the defense of any action, and the Contractor shall employ competent counsel, reasonably acceptable to the Town Attorney.
15. **Purchase Order and Assignment.** Upon execution of the Construction Agreement, a purchase order may be issued for the value of the work stated in the Agreement. The purchase order may not be assigned without written consent of the Town.
16. **Termination.** Any purchase order issued as a result of this bid may be terminated by the Town at any time with ten (10) days written notice. The Town will only pay for goods or services ordered and accepted by the Town. Any payments made in advance will be returned to the Town on a prorated basis with the Town only paying for those goods or services actually provided.
17. **Payment Terms.** The Town's payment terms are at a minimum, net thirty (30) days after the invoicing and acceptance of services or delivery of goods. Contractor shall provide W9. Invoice must easily match the unit prices listed in the bid proposal, include any backup materials deemed necessary, and should include the Contractor's contact information.
18. **Retention.**  
 Required     Not Required  
If required, a 5% retention against the amount due will be withheld from each progress payment. Final payment will be made releasing retention, 35 days following the project's acceptance.
19. **Inspection and Acceptance of Goods and Services.** All goods and services are subject to final inspection and acceptance by the Town. The Town may reject any goods and services which are not in accordance with the contract requirements. Acceptance of all goods and services shall occur only after the Town has had a reasonable time for inspection following delivery of goods or completion of services.
20. **Freight Charges.** All prices bid shall include the cost of freight, sales tax and any other cost necessary to deliver materials to the job site or Town designated location.
21. **Material Safety Data Sheets (MSDS).** General Industrial Safety Order 5195 requires Material Safety Data Sheets (MSDS) be supplied, for all applicable items, with the initial delivery.
22. **Ownership of Data and Documents.** Contractor agrees that all records, specifications, data, maps, designs, graphics, writings, recordings, and other tangible materials regardless of form or format, including without limitation, electronically transmitted documents and ACAD files, along with other collateral materials collected, compiled, drafted, prepared, produced, and/or generated in the performance of this Agreement shall be the property of Town. Contractor shall regularly provide such documents to Town upon the Town's request. In the event this Agreement is terminated prior to completion of the scope of work, the Contractor shall provide all such data and documents that have been completed to the Town.

23. **Warranty.** Delivered or installed goods, equipment or services shall be warranted to be free from defects in material and workmanship. The warranty period shall begin upon acceptance by the Town. At a minimum, all goods, equipment and services shall be warranted to operate satisfactorily in accordance with the requirements of these specifications, representations of the Contractor and the published specifications of the manufacturer(s) for a period of at least one (1) year. Any defective goods, equipment or services shall be replaced or repaired quickly during the warranty period at no additional expense to the Town.
  
24. **Audit and Examination of Records.** The parties recognize and acknowledge that public records are subject to disclosure as the Town is subject to the California Public Records Act, California Government Code Section 6250 and the sections that follow. The Contractor shall maintain, and the Town may request copies of, project records for a period of up to three (3) years after final payment under the Agreement.

**TOWN OF LOOMIS  
SERVICES AGREEMENT**

This Agreement is made on \_\_\_\_\_, 20\_\_\_\_, by the Town of Loomis (“Town”) and \_\_\_\_\_ (“Contractor”).

WHEREAS, in an on-call capacity, without any guarantee as to the quantity of material to be hauled, the Town would like to arrange for the potential delivery of up to 316 tons per calendar year of Nortech Organic Gold Compost. Material is to be hauled from the Nortech composting facility at 3033 Fiddymont Road in Roseville to the Town’s Corporation Yard at 3165 Rippey Road. Material shall be weighed at the composting facility and paid on a per ton delivered basis; and

WHEREAS, Contractor is available and qualified to provide this service and has submitted a bid proposal to that effect.

NOW, THEREFORE, in consideration of the following covenants, the parties agree as follows:

1. Scope of Services. Contractor shall provide the services described in the Bid Proposal included and attached as Exhibit A to this Agreement, to be performed under the terms outlined in the Notice Inviting Bids and General Conditions. Services shall be coordinated under the direction of the Town’s Public Works Director, or their designee.
2. Time of Performance. All of the work outlined in the Scope of Services shall be completed within 7 calendar days from the time that the Town makes a request for on-call, as needed hauling. Contract shall remain in effect through September 30, 2023, with an option to extend for up to two additional one-year periods, upon mutual consent by both parties.
3. Compensation. For services rendered under this Agreement, the Town shall pay the Contractor \$ \_\_\_\_\_ per ton delivered.
4. Methods of Payment. Payment for verified services completed to be made within 30 days of invoicing. Invoice shall include weight tags as backup for the quantity delivered. The price paid per ton delivered shall include compensation for all incidentals including, but not limited to, the furnishing and use of a truck, manpower, fuel, truck cleaning, and any indirect costs such as administration, overhead or profit.
5. Termination. Town shall have the right to terminate this Agreement at any time without cause in which case Contractor shall turn over all documents covered by Section 6, below, and Town shall pay Contractor for all work performed up to that point.
6. Records. All records, files, reports, etc., in possession of the Contractor relating to the matters covered by this Agreement shall be the property of the Town, and Contractor hereby agrees to deliver same to the Town upon termination of the Agreement.

7. Insurance. During the term of this Agreement, Contractor shall maintain in full force and effect the following policies of insurance and provide the Town written proof of same:

(a) General Liability. \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury, personal injury and property damage.

(b) Automobile Liability. \$1,000,000 per accident. \$2,000,000 aggregate for bodily injury, personal injury and property damage.

(c) Worker's Compensation Insurance. In amounts required under the Labor Code of the State of California.

8. Amendments. Any amendments shall be in writing and signed by the Town.

9. Indemnity. Contractor is an independent contractor and its employees shall not be employees of or have any contractual relationship with the Town. Contractor shall save and hold the Town harmless from any and all claims or causes of action for death or injury to persons, or damage to property resulting from intentional or negligent acts, errors, or omissions of Contractor's employees during the performance of this Agreement.

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

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

CONTRACTOR: \_\_\_\_\_

TOWN OF LOOMIS

By \_\_\_\_\_

By \_\_\_\_\_

Town Manager

Print Name: \_\_\_\_\_

APPROVED AS TO FORM:

ATTEST:

By \_\_\_\_\_

By \_\_\_\_\_

Town Attorney

Town Clerk