



REQUESTS FOR PROPOSALS
RFP 2023-0817-001 Contract Haulage

The Board of County Commissioners will receive sealed proposals for the haulage of aggregates to various road locations within Morgan County, Colorado, until 12:00 p.m. MST, Wednesday, August 16, 2023 at the office of the County Commissioners, 218 West Kiowa Ave, Fort Morgan, Colorado. All responses will be publicly opened and read aloud 9:00 a.m. MST, Thursday, August 17, 2023. Location of proposal openings will be at 218 West Kiowa Ave, Fort Morgan, Colorado. Vendors and/or public will be able to view RFP opening via a Zoom meeting. Details will be posted on the county website at: <https://morgancounty.colorado.gov/bids-and-proposals>.

Morgan County is inviting you to a scheduled Zoom meeting.

Topic: RFP 2023-0817-001 Contract Haulage

Time: Aug 17, 2023 09:00 AM Mountain Time (US and Canada)

Join Zoom Meeting

<https://us02web.zoom.us/j/85275630804?pwd=VGZsbFk4K3RLNWdhQnJZZENYZDdKUT09>

Meeting ID: 852 7563 0804

Passcode: 725747

One tap mobile

+17193594580,,85275630804#,,,,*725747# US

+12532158782,,85275630804#,,,,*725747# US (Tacoma)

Dial by your location

- +1 719 359 4580 US
- +1 253 215 8782 US (Tacoma)
- +1 346 248 7799 US (Houston)
- +1 669 444 9171 US
- +1 669 900 9128 US (San Jose)
- +1 253 205 0468 US

Meeting ID: 852 7563 0804

Passcode: 725747

Find your local number: <https://us02web.zoom.us/j/85275630804>

The RFP is on file in the office of Administrative Services Department at 218 West Kiowa Avenue, Fort Morgan, CO and also on the Morgan County Website at <https://morgancounty.colorado.gov>

All Proposals can be submitted as follows:

- Email – Proposals may be emailed to: bccadmin@co.morgan.co.us. Emailed proposals must include the following statement on the email: **“I hereby waive my right to a sealed proposal”**. An email confirmation will be sent when the County receives the proposal within 24 hours of normal business hours.
- Hand delivery - Two (2) copies of the proposal may be hand delivered to the Office of the Board of County Commissioners, 218 W. Kiowa Ave. Fort Morgan, CO 80701.
- Mail - All proposals must be clearly marked on the envelope **RFP 2023-0817-001**.

Please address as follows:

Morgan County
Attn: Karla Powell, Administrative Services Manager
218 W Kiowa Ave
Fort Morgan, CO 80701

Karla Powell

Karla Powell
Administrative Services Manager
Morgan County, Colorado

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Complete response packet contains 11 pages of documents

GENERAL INSTRUCTIONS TO RESPONDERS

1. A “proposal” is a responsive, conforming, unconditional, complete, legible, and properly executed offer by a responder to provide the product/service specified in the Request for Proposal (RFP) for the compensation specified.
2. Responses shall be clearly marked with the **RFP 2023- 0817-001**, Company Name, contact person, mailing address, telephone number of the responder, and contact email address.
3. It shall be the responsibility of the responder to ensure that the response is in proper form and in the County’s possession by or before the time and date designated in the RFP. Responses will not be accepted after the designated time and date. Any response received late will be returned to the responder unopened, if possible.
4. If a mistake is made or discovered during or after the County’s review of responses, the County reserves the right to determine which party made the mistake and whether the mistake is material and, after these determinations, the County, in its sole reasonable discretion, shall decide whether to accept or reject the proposal. No advantage shall be taken by any party of manifest clerical errors or omissions in any proposal. Responders shall notify the County immediately of any errors or omissions that are encountered.
5. Any item which does not meet all of the terms, conditions, or specifications of this package must be clearly indicated on the exceptions section of the Proposal Reply Form or on a separate sheet of paper and returned with the proposal.
6. The County shall not reimburse any responder for any cost incurred in preparing a proposal or attending equipment demonstrations, inspections, pre-proposal conferences, or interviews.
7. Any amplification, clarification, explanation, interpretation, or correction of a response shall be made only by written addendum, and a copy of the addendum shall be mailed or delivered to each person receiving a RFP. The County is not responsible for any amplification, clarification, explanation, or interpretation or correction of a proposal not contained in written addenda.
8. The County reserves the right to determine, in its sole reasonable discretion, whether any proposal meets the needs or purposes intended and is within the approved budget. The County does not base its award on prices alone. Also to be considered are: quality of product; past experience with the responder or any subcontractors, consultants, products or suppliers; qualifications of the responder and/or subcontractors or suppliers; services offered; warranties; maintenance considerations; long-range costs; delivery; and similar conditions.
9. The final award shall be made by the Board of County Commissioners in the best interests of Morgan County. **Morgan County may grant a 5% preference to local businesses. A local business shall be a business which maintains a physical place of business in Morgan County.**

10. The County reserves the right to conduct such investigations as it deems necessary to assist in the evaluation of any proposal to establish the experience, responsibility, reliability, references, reputation, qualifications, or financial ability of any responder, manufacturer or supplier. The purpose of such investigation is to satisfy the County that the responder has the ability to supply the specified product/service and to perform the necessary warranty and product support in accordance with the RFP in the prescribed manner and time.
11. The County reserves the right, if it deems such action to be in its best interests, to reject any and all responses or to waive any irregularities or informalities therein. Any incomplete, false, or misleading information provided by any responder shall be grounds for rejection of the proposal. If proposals are rejected, the County further reserves the right to investigate and accept the next best proposal in order of ranking, or to reject all proposals and re-solicit for additional proposals.
12. No proposal shall include federal excise taxes or state or local sales or use taxes.
13. Each proposal shall include a statement of standard warranty of the manufacturer if applicable.
14. Any response received as a result of this request is prepared at the responder's expense and becomes County property and is therefore a public record upon opening by the County.
15. If responder considers any of the information being submitted to be trade secrets, privileged information, or confidential commercial, financial, geological, or geophysical data, it is responder's responsibility to label the information as such. Otherwise, all information submitted shall be available as a public record for public inspection.
16. By submitting a proposal, the responder acknowledges that (a) the preparation of the proposal, and other quotations herein contained, does not obligate the County in any way; (b) the County assumes no obligation to enter into an agreement for the product; (c) all responsive documents are understood; and (d) the responder has the ability to deliver the product/equipment/service as specified herein in accordance with the RFP.
17. No proposal may be withdrawn for a period of sixty (60) days after the deadline for proposals.

PROPOSAL REQUIREMENTS & SCOPE OF WORK

1. The purpose of this RFP is to provide the Morgan County Road and Bridge Department with additional resources for the haulage of dirt and aggregates from Morgan County stockpile locations to various road locations throughout Morgan County when the need arises. The haulage agreement shall be for a term of one year on an as needed and when available basis.
2. Responders shall price the haulage on a per mile basis for actual miles driven while providing haulage services to Morgan County. Proposed price should include all labor, fuel, maintenance, profit etc. to deliver the aggregates from stockpile locations to road locations. No adjustments or additional charges to proposed price will be allowed.
3. All work will be coordinated with the Road Manager or his designee. Coordination will include items such as availability, daily stockpile start locations, type of material to be hauled, and road destination of material to be hauled.
4. All work must be documented and submitted to the Road and Bridge Department. This includes the following items:
 - Picture of the starting odometer for work provided to Morgan County. Picture is to be taken at the starting stock pile location.
 - Completed, signed and returned Morgan County Haulage form.
 - Picture of the ending odometer for work provided to Morgan County. Picture is to be taken at the road location of the final dump site of work provided to Morgan County.
5. All haulage is to occur during Morgan County Road and Bridge's normal hours of operation.
Summer months schedule will be: Monday through Thursday, 8:00 a.m. to 4:00 p.m.
Winter months schedule will be: Monday through Friday, 9:00 a.m. to 3:00 p.m.
6. Responder is an independent contractor. All personnel assigned by responder to perform work for the County shall be, and remain at all times, employees or agents of the responder for all purposes. Responder shall make no representation that it is a County employee for any purpose.
7. Successful responder(s) will be required to enter into a service agreement with the County and adhere to all requirements of said agreement. Copy of agreement attached to RFP for your review.
8. Maximum Load height for trailer cannot exceed 10' 6"
9. All proposals must be submitted on the "Reply Form"
10. All proposals submitted must include Two (2) copies of the submitted documents. Please return the two copies in one envelope/package, clearly marked "**2023-0817-001 Contract Haulage**" on the outside of the package.



**INVITATION TO BID
2023-0817-001 Contract Haulage
Proposal Reply Form**

Name and Address of Responder:

Name of Company_____

Address of Company_____

City _____ State _____ Zip Code _____

Representative_____ Title_____

Signature_____

Phone Number_____ Fax Number_____

Email: _____

Proposal

Number of Truck/Trailers Possibly Available _____

Type of Trailer(s) Available _____

If additional space is needed attach additional sheet

Permitted Weight Limit(s) _____

If additional space is needed attach additional sheet

Price per Mile per truck/trailer for Contract Haulage \$_____

Exceptions to Proposal

If additional space is needed attach additional sheet.

AGREEMENT FOR SERVICES

THIS AGREEMENT is made and entered into this Choose an item. day of Choose an item., 20Choose an item. (the "Effective Date"), by and between Morgan County, Colorado, a Colorado county acting by and through its Board of County Commissioners with a principal place of business at 231 Ensign, Fort Morgan, Colorado 80701 (the "County"), and Click here to enter text., an independent contractor with a principal place of business at Click here to enter text., Colorado Click here to enter text. ("Contractor") (each individually a "Party" and collectively the "Parties").

WHEREAS, the County requires services; and

WHEREAS, Contractor has held itself out to the County as having the requisite expertise and experience to perform the required services.

NOW, THEREFORE, for the consideration hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

I. SCOPE OF SERVICES

A. Contractor shall furnish all labor and materials required for the complete and prompt execution and performance of all duties, obligations, and responsibilities which are described or reasonably implied from the Scope of Services set forth in **Exhibit A**, attached hereto and incorporated herein by this reference.

B. A change in the Scope of Services shall not be effective unless authorized as an amendment to this Agreement. If Contractor proceeds without such written authorization, Contractor shall be deemed to have waived any claim for additional compensation, including a claim based on the theory of unjust enrichment, quantum meruit or implied contract. Except as expressly provided herein, no agent, employee, or representative of the County is authorized to modify any term of this Agreement, either directly or implied by a course of action.

II. TERM AND TERMINATION

A. This Agreement shall commence on the Effective Date, and shall continue until Contractor completes the Scope of Services to the satisfaction of the County, or until terminated as provided herein.

B. Either Party may terminate this Agreement upon seven (7) days advance written notice. The County shall pay Contractor for all work previously authorized and completed prior to the date of termination. If, however, Contractor has breached this Agreement, the County shall have any remedy or right of set-off available at law and equity.

III. COMPENSATION

A. In consideration for the completion of the Scope of Services by Contractor, the County shall pay Contractor an amount not to exceed Click here to enter text. Dollars (\$Click here to enter text.). This maximum amount shall include all fees, costs and expenses incurred by Contractor, and no additional amounts shall be paid by the County for such fees, costs and expenses. Contractor shall not be paid until the Scope of Services is completed to the satisfaction of the County.

B. Notwithstanding the maximum amount specified in this Section, Contractor shall be paid only for work performed. If Contractor completes the Scope of Services for less than the maximum amount, Contractor shall be paid the lesser amount, not the maximum amount.

IV. RESPONSIBILITY

A. Contractor hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and licenses in good standing, required by law.

B. The work performed by Contractor shall be in accordance with generally accepted practices and the level of competency presently maintained by other practicing contractors in the same or similar type of work in the applicable community. The work and services to be performed by Contractor hereunder shall be done in compliance with applicable laws, ordinances, rules and regulations.

C. The County's review, approval or acceptance of, or payment for any services shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

V. OWNERSHIP

Any materials, items, and work specified in the Scope of Services, and any and all related documentation and materials provided or developed by Contractor shall be exclusively owned by the County. Contractor expressly acknowledges and agrees that all work performed under the Scope of Services constitutes a "work made for hire." To the extent, if at all, that it does not constitute a "work made for hire," Contractor hereby transfers, sells, and assigns to the County all of its right, title, and interest in such work. The County may, with respect to all or any portion of such work, use, publish, display, reproduce, distribute, destroy, alter, retouch, modify, adapt, translate, or change such work without providing notice to or receiving consent from Contractor.

VI. INDEPENDENT CONTRACTOR

Contractor is an independent contractor. Notwithstanding any other provision of this Agreement, all personnel assigned by Contractor to perform work under the terms of this Agreement shall be, and remain at all times, employees or agents of Contractor for all purposes. Contractor shall make no representation that it is a County employee for any purposes.

VII. INSURANCE

A. Contractor agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by Contractor pursuant to this Agreement. At a minimum, Contractor shall procure and maintain, and shall cause any subcontractor to procure and maintain, the insurance coverages listed below, with forms and insurers acceptable to the County.

1. Worker's Compensation insurance to cover obligations imposed by applicable law for any employee engaged in the performance of work under this Agreement, and Employer's Liability insurance with minimum limits of five hundred thousand dollars (\$500,000) each accident, one million dollars (\$1,000,000) disease – policy limit, and one million dollars (\$1,000,000) disease – each employee. Evidence of qualified self-insured status may be substituted for the requirements of this Section.

2. Commercial General Liability insurance with minimum combined single limits of one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) general aggregate. The policy shall be applicable to all premises and operations, and shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall contain a severability of interests provision, and shall include the County and the County's officers, employees, and contractors as additional insureds. No additional insured endorsement shall contain any exclusion for bodily injury or property damage arising from completed operations.

C. Such insurance shall be in addition to any other insurance requirements imposed by law. The coverages afforded under the policies shall not be canceled, terminated or materially changed without at least thirty (30) days prior written notice to the County. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Any insurance carried by the County, its officers, its employees, or its contractors shall be

excess and not contributory insurance to that provided by Contractor. Contractor shall be solely responsible for any deductible losses under any policy.

D. Contractor shall provide to the County a certificate of insurance as evidence that the required policies are in full force and effect. The certificate shall identify this Agreement.

VIII. INDEMNIFICATION

Contractor agrees to indemnify and hold harmless the County and its officers, insurers, volunteers, representative, agents, employees, heirs and assigns from and against all claims, liability, damages, losses, expenses and demands, including attorney fees, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Agreement if such injury, loss, or damage is caused in whole or in part by, the act, omission, error, professional error, mistake, negligence, or other fault of Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor, or which arise out of a worker's compensation claim of any employee of Contractor or of any employee of any subcontractor of Contractor.

IX. MISCELLANEOUS

A. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in Morgan County, Colorado.

B. No Waiver. Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the County shall not constitute a waiver of any of the other terms or obligation of this Agreement.

C. Integration. This Agreement constitutes the entire agreement between the Parties, superseding all prior oral or written communications.

D. Third Parties. There are no intended third-party beneficiaries to this Agreement.

E. Notice. Any notice under this Agreement shall be in writing, and shall be deemed sufficient when directly presented or sent pre-paid, first class United States Mail to the party at the address set forth on the first page of this Agreement.

F. Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.

G. Modification. This Agreement may only be modified upon written agreement of the Parties.

H. Assignment. Neither this Agreement nor any of the rights or obligations of the Parties hereto, shall be assigned by either Party without the written consent of the other.

I. Governmental Immunity. The County and its officers, attorneys and employees are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended, or otherwise available to the County and its officers, attorneys or employees.

J. Rights and Remedies. The rights and remedies of the County under this Agreement are in addition to any other rights and remedies provided by law. The expiration of this Agreement shall in no way limit the County's legal or equitable remedies, or the period in which such remedies may be asserted, for work negligently or defectively performed.

K. Subject to Annual Appropriation. Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of the County not performed during the current fiscal year is subject to annual appropriation, shall extend only to monies currently appropriated, and shall not constitute a mandatory charge, requirement, debt or liability beyond the current fiscal year.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first set forth above.

MORGAN COUNTY, COLORADO

Chair

Commissioner

Commissioner

ATTEST:

Clerk to the Board

CONTRACTOR

By: _____

General Services Contract Agreement # _____

**EXHIBIT A
SCOPE OF SERVICES**

Contractor's Duties

During the term of this Agreement, Contractor shall perform the following duties, as directed by the County:

- Contractor shall
- Contractor shall
- Contractor shall

Contractor's Deliverables

In performance of the duties described above, Contractor shall deliver the following items to the County, during the timeframes established by the County

Vendor List