



REQUEST FOR PROPOSAL

ACP LEVEL 3 HOT MIX

APRIL 2025 – June 2026

QUOTES DUE:

May 8, 2025– 1:30pm P.S.T.

Morrow County Risk and Procurement Manager

215 NE Main Ave.

Irrigon, OR 97844

**spointer@morrowcountyor.gov Attn: Sandi Pointer, Risk &
Procurement Manager**

**Office 541-989-8166 Cell 541-371-6914 Proposals may be delivered in
person or via UPS/FedEx**

THIS IS A REQUEST FOR QUOTES TO SUPPLY (at supplier's location) Class C Asphalt Hot Mix

INSTRUCTIONS TO PROPOSERS:

IP-1 Time and Place for Receiving Proposals

Quotes for the materials described herein will be received by:

Morrow County Risk and Procurement Manager

215 NE Main Ave.

Irrigon, OR 97844

Email: spointer@morrowcountyor.gov

Attn: Sandi Pointer, Risk & Procurement Manager

A. Office: 541-989-8166 | Cell: 541-371-6914

B. Proposals may be delivered in person or via UPS/FedEx.

C. Quotes must be submitted in a **sealed envelope** clearly marked:

“Asphalt Quote”

D. Quotes will be opened on **Thursday, May 8, 2025, at 1:30 p.m. PST** at the Government Center Building (Small Conference Room), 215 NE Main Ave., Irrigon, OR 97844.

E. A pre-offer conference **will not** be held.

IP-2 Additional Information and Requirements

A. All documents related to this Request for Quotes (RFQ) must be obtained from the **Bids & RFPs** tab on the Morrow County website: <https://www.co.morrow.or.us/rfps>

B. Any addenda will also be posted on the Bids & RFPs tab. All addenda must be retrieved by interested suppliers and will be published no later than **four (4) days prior to the RFQ closing date**.

C. Suppliers must provide a statement identifying whether they are a **resident bidder**, as defined in ORS 279A.120.

D. Suppliers must provide **certification of compliance with Oregon tax laws**, in accordance with ORS 305.385.

E. All questions regarding this RFQ must be submitted via email **no later than seven (7) days before the RFQ closing** to: spointer@morrowcountyor.gov Attn: Sandi Pointer, Risk & Procurement Manager

IP-3 Certificate of Liability Insurance Requirements

F. The selected supplier must provide a **Certificate of Liability Insurance (COL)** prior to the commencement of services.

G. The certificate must meet the following requirements:

1. List **Morrow County** as an additional insured.
2. Include **general liability coverage** of at least **\$1,000,000 per occurrence** and **\$2,000,000 aggregate**.
3. Be issued by a company authorized to conduct business in the **State of Oregon**.
4. Cover **all activities related to product pickup**, including any loading that occurs at the supplier's facility.

H. The certificate must be submitted to the **Morrow County Risk and Procurement Manager** at the address listed in this document.

I. Morrow County reserves the right to **reject any bid** that does not comply with these insurance requirements.

IP-4 Scope of Materials and Performance Requirements

A. Supplier shall furnish to Morrow County Public Works, at the supplier's location:
ACP Level 3 Hot Mix

B. ACP Level 3 Hot Mix shall meet **Oregon Department of Transportation (ODOT) Specifications**, Section 00744.

C. Morrow County estimates **quantities between 500 and 2,000 tons** of hot mix.

IP-5 Supplier Detail

(Exhibit A)

A. Location of Plant: _____

B. Cost per ton (ACP Level 3 Asphalt Hot Mix): _____

C. Supplier Name and Address: _____

IP-6 Right to Reject Offers

Morrow County may reject any offer not in compliance with all prescribed public procurement procedures and requirements. The County may also reject, for good cause, any or all offers upon finding that doing so is in the public interest.

IP-7 Contract Award

A. Quotes will be evaluated by a committee appointed by the **Public Works Director**.

B. The contract will be awarded to the quote deemed **most advantageous to Morrow County**.

C. Evaluation will include **consideration of turn-around trucking time** to the job site location.

D. A decision to award the contract will be made within **fourteen (14) days** of the RFQ opening or according to the schedule determined by the **Board of Commissioners**.

E. Any protest must be submitted via email to: spointer@morrowcountyor.gov

Attn: Sandi Pointer, Risk & Procurement Manager **Within four (4) business days following the RFQ opening.**

MORROW COUNTY

INSURANCE REQUIREMENTS

Contractor shall obtain at Contractor's expense the insurance specified in this Attachment 2 prior to performing under this Contract and shall maintain it in full force and at its own expense throughout the duration of this Contract, as required by any extended reporting period or tail coverage requirements, and all warranty periods that apply. Contractor shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in County and that are acceptable to County. Coverage shall be primary and non-contributory with any other insurance and self-insurance, with the exception of Professional Liability and Workers' Compensation. Contractor shall pay for all deductibles, self-insured retention and self-insurance, if any.

WORKERS' COMPENSATION & EMPLOYERS' LIABILITY

All employers, including Contractor, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Contractor shall require and ensure that each of its subcontractors complies with these requirements. If Contractor is a subject employer, as defined in ORS 656.023, Contractor shall also obtain employers' liability insurance coverage with limits not less than \$500,000 each accident. If contractor is an employer subject to any other County's workers' compensation law, Contractor shall provide workers' compensation insurance coverage for its employees as required by applicable workers' compensation laws including employers' liability insurance coverage with limits not less than \$500,000 and shall require and ensure that each of its out-of-County subcontractors complies with these requirements.

COMMERCIAL GENERAL LIABILITY

Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverage that are satisfactory to County. This insurance shall include personal and advertising injury liability, products and completed operations, contractual liability coverage for the indemnity provided under this contract, and have no limitation of coverage to designated premises, project or operation. Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence. Annual aggregate limit shall not be less than \$2,000,000.

AUTOMOBILE LIABILITY INSURANCE

Automobile Liability Insurance Covering Contractor's business use including coverage for all owned, non-owned, or hired vehicles with a combined single limit of not less than \$1,000,000 for bodily injury and property damage. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability). Use of personal automobile liability insurance coverage may be acceptable if evidence that the policy includes a business use endorsement is provided.

ADDITIONAL INSURED

All liability insurance, except for Workers' Compensation required under this Contract must include an additional insured endorsement specifying Morrow County, its officers, employees and agents as Additional Insureds, including additional insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to Contractor's activities to be performed under this Contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

WAIVER OF SUBROGATION

Contractor shall waive rights of subrogation which Contractor or any insurer of Contractor may acquire against County by virtue of the payment of any loss. Contractor will obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not County has received a waiver of subrogation endorsement from the Contractor or the Contractor's insurer(s).

TAIL COVERAGE

If any of the required insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, Contractor shall maintain either tail coverage or continuous claims made liability coverage, provided the effective date of the continuous claims made coverage is on or before the effective date of this Contract, for a minimum of 24 months following the later of (i) Contractor's completion and County's acceptance of all Services required under this Contract, or, (ii) County or Contractor termination of contract, or, (iii) The expiration of all warranty periods provided under this Contract.

CERTIFICATE(S) AND PROOF OF INSURANCE

Contractor shall provide to County Certificate(s) of Insurance for all required insurance before delivering any Goods and performing any Services required under this Contract. The Certificate(s) shall list the County, its officers, employees and agents as a Certificate holder and as an endorsed Additional Insured. The Certificate(s) shall also include all required endorsements or copies of the applicable policy language effecting coverage required by this Contract. As proof of insurance, County has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Contract.

NOTICE OF CHANGE OR CANCELLATION

The contractor or its insurer must provide at least 30 days' written notice to County before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

INSURANCE REQUIREMENT REVIEW

Contractor agrees to periodic review of insurance requirements by County under this agreement and to provide updated requirements as mutually agreed upon by Contractor and County.

COUNTY ACCEPTANCE:

All insurance providers are subject to County acceptance. If requested by County, Contractor shall provide complete copies of insurance policies, endorsements, self-insurance documents and related insurance documents to County's representatives responsible for verification of the insurance coverages required under this Attachment