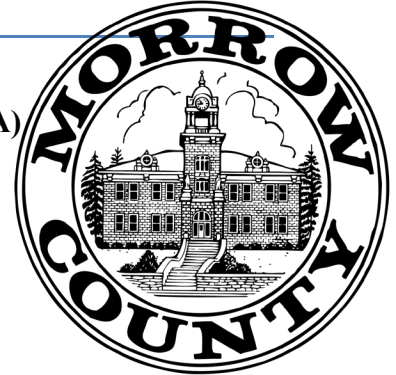


Supply and Deliver Ambient Mix Asphalt Emulsion EBS-RA



Supply and Delivery of Ambient Mix Asphalt Emulsion (EBS-RA)
Morrow County, Oregon

1. General Information

Issue Date: March 2025

Proposal Due Date: **April 14, 2025, by 1:00 p.m. PST**

Contract Period: May 2025 through June 2026

Morrow County Public Works invites qualified suppliers to submit proposals to supply and deliver Ambient Mix Asphalt Emulsion (EBS-RA) to various locations within Morrow County, Oregon.

2. Scope of Work

Supplier shall furnish approximately 400 tons of Ambient Mix Asphalt Emulsion (EBS-RA) as directed by Morrow County Public Works. Delivery shall be made to various job sites on dates and at times specified by Morrow County.

3. Performance Requirements

Supplier shall furnish approximately 60 tons of EBS-RA per paving day.

4. Contract Award

A Purchase of Supplies Contract (Appendix A) will be carried out with the awarded supplier.

5. Contract Documents

Contract documents are mutually cooperative and provide necessary execution details for the proposed work.

6. Appeal Process

Appeals must be submitted in writing within five (5) working days of public notice to: Morrow County Contract Review Board, Morrow County Board of Commissioners.

Appeals must include:

- A concise statement of complaint
- Pertinent facts and applicable laws
- Requested relief

7. Contract Performance

Pre-construction meeting required one week before start date.

Morrow County reserves the right to void contract for unforeseen issues such as weather, breakdowns, strikes, or poor performance.

8. Payment

Payment will be based on quoted unit price per ton for product applied to road surface.

Partial loads returned shall be credited back to the County.

Demurrage to be paid per item 10.

Any aspect of work not described by the specified pay items will be considered incidental to the specified pay items.

Payment will be made by Morrow County upon approval by Morrow County Public Works of the invoice(s) received from Supplier. Morrow County Public Works will notify Supplier of any protest of charges included in invoice(s) which may not conform to these specifications.

9. Quality and Compliance

Morrow County reserves the right to perform third-party quality control testing.

non-compliant materials with standard specifications and/or these contract specification may be rejected by the County.

Supplier may be required to provide quality control test results per batch.

Qualified third part test results shall supersede test results provided by the supplier in the case of a performance issue.

10. Stand-By-Time / Demurrage

Supplier shall furnish Morrow County a contract hourly price for stand-by-time (“demurrage”) of the liquid asphalt transport trucks. This hourly price will cover stand-by time for transport trucks due to the breakdown of County equipment, intermittent stoppage due to foreseeable weather, or similar circumstances.

Supplier shall provide for a two hour period of time for the product to be off loaded from the transport trucks without incurring demurrage. Demurrage charges may apply for stand by time of a transport truck beginning at two hours after the arrival of the transport truck to the off-load location, or the specified time, whichever is later. Demurrage will be assessed in half hour increments, rounded to the nearest quarter hour. Demurrage will not apply when transport trucks arrive early; arrive late; or overlap their staging due to numbers and/or scheduling that is not consistent with the specified progress of County’s construction activities.

Morrow County reserves the right to cancel this contract due to delays and loss of production due to mechanical failure, inadequate supply of asphalt, or other causes related to the Supplier’s responsibilities.

Force majeure will apply for either party where Acts of God or casus fortuitous beyond the control of County or Supplier’s forces create the delays.

Attachment 1

**PROPOSAL SCHEDULE
SUPPLY AND DELIVER AMBIENT MIX ASPHALT EMULSION**

QUOTE ITEM	UNIT	UNIT PRICE
EBS-RA	PER TON	\$
Intentionally Blank		
FREIGHT TO LEXINGTON	PER TON	\$
Intentionally Blank		
Product Return Charge	PER TON	\$
Intentionally Blank		
DEMURRAGE	HOUR	\$

Company name: _____

Address: _____

Phone: _____

E-Mail Address: _____

Printed Name: _____

Authorized Signature: _____ Date: _____

12. Contract Terms (Appendix A)

Detailed Purchase of Supplies Contract, including:

- Effective Date and Duration: May 2025 - June 30, 2026
- Termination clauses (for convenience or cause)
- Payment Terms
- Extension Option (up to 9 months with mutual consent)
- Indemnification and Risk
- Governing Law: State of Oregon

The County reserves the right to reject any or all proposals, to waive informalities or irregularities in any proposal received, and to accept any portion of a proposal or all items proposed if deemed in the best interest of the County.

13. Submission Instructions

Deadline: April 14, 2025, by 1:00 p.m. PST

Submit Proposals to:

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

Note: All official documents can be obtained at Morrow County Website - Bids & RFPs tab (<https://co.morrow.or.us>).

14. Evaluation and Award

Proposals will be evaluated based on the lowest cost and advantage to Morrow County.