

BIDDING INSTRUCTIONS

The following items are part of the proposal for the above noted project. If any of these items are not included with your bid forms, please contact the Moffat County Department of Development Services.

- Bid Package includes General Instructions, Bidding Instructions, Bid Form, Anti-Collusion Affidavit, Specifications, Bid schedule and Sample Contract.

It is not necessary to return the entire Bid Package for the Bid Opening. **Submittal of the following completed forms is required:**

- ✓ Bid Form - Pages 3
- ✓ Bid Schedule - Page 4
- ✓ Specifications – Page 5
- ✓ Anti-Collusion Affidavit -Page 6

BID FORM FOR PROJECT NO. 202606 Acquire a single wide manufactured home for Moffat County Road & Bridge

TO THE MOFFAT COUNTY BOARD OF COUNTY COMMISSIONERS, Moffat County, Colorado I/We have examined the Specifications and receipt of Addendum No(s). _____ is hereby acknowledged.

I/We hereby propose to furnish all machinery, equipment, materials or supplies to all Details, and Specifications described in RFP202606, Acquire a single wide manufactured home for Moffat County Road & Bridge as advertised by Moffat County, Colorado, 2/25/2026 and 3/4/2026 a copy of which advertisement is attached and made a part hereof.

I/We agree that any Extra Equipment or materials which the BOCC may order in writing is to be paid for either at a lump sum or unit prices agreed upon prior to the commencement of the work, provided that no class or item of work or material was provided for in the specifications, that no class or item of work or material for which a unit bid price is provided in this Bid is to be classified as Extra.

I/We hereby agree to order the equipment/supplies within fifteen (15) days following the date of award unless such time for ordering is changed by BOCC in the "Notice to Proceed", and to complete the same within 90 working days in accordance with the "Notice to Proceed".

Respectfully submitted,

Signature Date

Name Title

Company Name

Mailing Address

Street Address

City/State/Zip Code

Attest: _____

(SEAL)

Print Clearly:

(_____)_____

Phone

Email

DUNS No.: _____

County of: _____

State of _____

(Bid must be signed in ink by the bidder with the signature in full. When a firm is bidder, the agent who signs the firm name to the Bid shall state, in addition, the names and addresses of the individuals composing the firm. When a corporation is a bidder, the person signing shall state under the laws of what State the corporation was chartered and the name and the title of the officer having authority under the by-laws to sign contracts. The Bid shall also bear the seal of the corporation attested by its secretary. Anyone signing the Bid as agent must file with it legal evidence of his authority to do so. Mailing address, County and State must be given after the signature.)

Each Bid should contain a unit bid price for each item shown in the Scope of Work, a completed Certificate of Intent to Subcontract, and a signed Anti Collusion Affidavit.

BID SCHEDULE

RFP No.: 202606	Description: Acquire a single wide manufactured home for Moffat County Road & Bridge
Issue Date:2/23/2026	Deadline for questions: 3/10/2026
Submission Deadline:3/12/2026	Pre-Bid Meeting REQUIRED: No 1/1/2026
BOCC Award: 3/24/2026	Contract Timeline: 3/24/2026 to 8/30/2026

	<u>Amount</u>
<u>Single wide manufactured home that meets specifications</u>	

FOB Vermillion, Colorado	<u>Total Bid</u> <u>Price \$</u>

Delivery Date: _____

Warranty Coverage and nearest facility: _____

Note: Moffat County reserves the right to accept or reject any portion of the Bid Package

SPECIFICATIONS

Specifications	Bid Included		Meets or Exceeds	
	Yes	No	Yes	No
Minimum Sqft - 800				
Walls and ceilings have tape and texture drywall				
2+ bedrooms				
1+ Bathroom				
Utility Room				
Vinyl plank flooring throughout				
Minimum appliances included: Dishwasher, Oven, Fridge, Water Heater, HVAC				
Provide insulated skirting				
Provide specs for foundation, location of water, and sewer connections				
Provide tiedowns and anchors				
Thermal zone 3 rated				
Neutral Warm tone exterior colors preferred				
Pantry preferred				
2x6 walls				
6 inch overhangs				
Must include freight to site				
Provide floor plan				

THIS SPECIFICATION FORM WITH MEETS OR EXCEEDS FILLED OUT MUST BE RETURNED WITH BID FORM AND ACCOMPANIED BY TECHNICAL DATA

Note: Moffat County reserves the right to accept or reject any portion of the Bid package

MOFFAT COUNTY, COLORADO

RFP No. 202606

ANTI-COLLUSION AFFIDAVIT

I hereby attest that I am the person responsible within my firm for the final decision as to the price(s) and amount of this bid or, if not, that I have written authorization, enclosed herewith, from that person to make the statements set out below on his or her behalf and on behalf of my firm.

I further attest that:

1. The price(s) and amount of this bid have been arrived at independently, without consultation, communication, or agreement for the purpose or with the effect of restricting competition with any other firm or person who is a bidder or potential prime bidder.
- 2A. Neither the price(s) nor the amount of this bid have been disclosed to any other firm or person who is a bidder or potential prime bidder on this project and will not be so disclosed prior to bid opening.
- 2B. Neither the price(s) nor the amount of the bid of any other firm or person who is a bidder or potential prime bidder on this project have been disclosed to me or my firm.
- 3A. No attempt has been made or will be made to solicit, cause or induce any firm or person who is a bidder or potential prime bidder to refrain from bidding on this project, or to submit a bid higher than the bid of this firm, or any intentionally high noncompetitive bid or other form of complementary bid.
- 3B. No agreement has been promised or solicited for any other firm or person who is a bidder or potential prime bidder on this project to submit an intentionally high, noncompetitive or other form of complementary bid on this project.
4. The bid of my firm is made in good faith and not pursuant to any consultation, communication, agreement or discussion with, or inducement or solicitation by or from any firm or person to submit any intentionally high, noncompetitive or other form of complementary bid.
5. My firm has not offered or entered into a subcontract or agreement regarding the purchase or sale of materials or services from any firm or person, or offered, promised or paid cash or anything of value to any firm or person, whether in connection with this or any other project, in consideration for an agreement or promise by any firm or person to refrain from bidding or to submit any intentionally high, non-competitive or other form of complementary bid or agreeing or promising to do so on this project.
6. My firm has not accepted or been promised any subcontract or agreement regarding the sale of materials or services to any firm or person, and has not been promised or paid cash or anything of value by any firm or person, whether in connection with this or any other project, in consideration for my firm's submitting any intentionally high, noncompetitive or other form of complementary bid, or agreeing or promising to do so, on this project.
7. I have made a diligent inquiry of all members, officers, employees, and agents of my firm with responsibilities relating to the preparation, approval or submission of my firm's bid on this project and have been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, or other conduct inconsistent with any of the statements and representations made in this affidavit.
8. I understand, and my firm understands that any misstatement in this affidavit is and shall be treated as a fraudulent concealment from Moffat County, Colorado of the true facts relating to submission of bids for this contract.

I DECLARE UNDER PENALTY OF PERJURY IN THE SECOND DEGREE, AND ANY OTHER APPLICABLE STATE OR FEDERAL LAWS, THAT THE STATEMENTS MADE ON THIS DOCUMENT ARE TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE.

Vendor's Firm or Company Name: _____

Signature

Title

Date

The foregoing instrument was acknowledged before me this _____ day of _____, 20_____.

Notary Public

BID TABULATION

RFP No.: 202606	Description: Acquire a single wide manufactured home for Moffat County Road & Bridge
Issue Date:2/23/2026	Deadline for questions: 3/10/2026
Submission Deadline:3/12/2026	Pre-Bid Meeting REQUIRED: No 1/1/2026
BOCC Award: 3/24/2026	Contract Timeline: 3/24/2026 to 8/30/2026

<u>Vendor</u>	<u>Score</u>	<u>Addendums</u>	<u>Anti Collusion</u>	<u>Bid Amount</u>

REQUEST FOR PROPOSALS (“RFP”)

Moffat County, Colorado
1198 W. Victory Way, Ste. 107
Craig, CO 81625

RFP No.: 202606	Description: Acquire a single wide manufactured home for Moffat County Road & Bridge
Issue Date: 2/23/2026	Deadline for questions: 3/10/2026
Submission Deadline: 3/12/2026	Pre-Bid Meeting REQUIRED: No 1/1/2026
BOCC Award: 3/24/2026	Contract Timeline: 3/24/2026 to 8/30/2026

The Board of County Commissioners of Moffat County (BOCC) will be accepting sealed proposals for furnishing Acquire a single wide manufactured home for Moffat County Road & Bridge at Vermillion 20010 Hwy 318 Maybell, CO 81640. Proposals may be submitted to the office of Moffat County Development Services, 1198 W. Victory Way, Suite 107, Craig, CO 81625, up to 11:00 A.M. (Mountain Time), on 3/12/2026 at which time they will be publicly opened and read aloud.

Bid Documents and specifications are available online at www.publicpurchase.com and the Office of Development Services at the address above.

No interpretation of the meaning of the Bid Documents (drawings, specifications, et al.) will be made to any Vendor. All questions regarding this bid must be in writing and submitted to Neil Binder at nbinder@moffatcounty.net. Questions are due no later than 10:00 A.M. on 3/10/2026 Please call Neil Binder at 970-824-9160 to verify receipt of your questions. No questions will be accepted after the date and time referenced above. All questions will be answered via Addendum only.

NOTE: Unauthorized contact with any other County Employees or Elected Officials regarding this bid may result in disqualification of your bid.

Bid responses will be accepted at www.publicpurchase.com or by sealed envelope at the Moffat County Development Services Department 1198 W. Victory Way #107 Craig, CO 81625.

GENERAL INSTRUCTIONS:

1 GENERAL CONDITIONS

- 1.1 BOCC is an Equal Opportunity Employer and no other qualified individual shall be subject to discrimination on the basis of race, color, religion, creed, national origin, ancestry, sex, age, sexual orientation (incl. transgender status), physical or mental disability, marriage to a co-worker and retaliation for engaging in protected activity (opposing a discriminatory practice or participating in an employment discrimination proceeding) in any phase of employment for this position. Further, the work to be performed under this contract is subject to the requirements of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u which states that employment and other economic opportunities generated by HUD assistance shall, to the greatest extent feasible, be directed to low and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- 1.2 Vendor shall not stipulate in their bid any conditions not contained in the specifications, unless specifically requested in the special instructions. Any bids that fail to comply with the literal letter of these instructions and the specifications may be rejected forthwith.
- 1.3 Bids shall be typewritten or written in ink on the form prepared by the BOCC. If the form is filled out using pencil, the bid may be considered non-responsive and may be rejected. The person signing the bid, or an authorized representative of the company shall initial all corrections or erasures made on your bid.
- 1.4 Any charges for freight, delivery, containers, packaging, permits etc., will be included in the bid price.

- 1.5 In submitting the bid, the Vendor agrees that acceptance of any or all bids by the BOCC within a reasonable time period constitutes a contract. No delivery shall become due or be accepted until a purchase order has been issued by BOCC.
- 1.6 The BOCC must approve the contract resulting from this solicitation. This process typically takes four (4) weeks from the date the successful Vendor is identified. The BOCC will prepare a formal contract specific to this solicitation for execution by the successful Vendor.
- 1.7 Upon receipt and evaluation of the responses, selected Vendors may be required to make in-person presentations to the BOCC.
- 1.8 It is understood that the BOCC reserves the right to negotiate a contract with the selected Vendor; accept or reject any portion of the bid package; accept or reject any and/or all bids; to waive informalities and irregularities in bids; and to accept the bid that, in the opinion of the Board, is in the best interest of BOCC. The total cost of bid preparation and submission shall be borne by the Vendor.
- 1.9 Nothing herein is intended to exclude any responsible firm or in any way restrain or restrict competition. On the contrary, all responsible firms are encouraged to submit bids.
- 1.10 If, in the sole judgment of the BOCC, the proposals are substantially equal, the Board may grant the contract to companies located in Moffat County; however, this is not applicable in the case that Federal funds are used.
- 1.11 Vendor certifies, warrants, and agrees that (he) (she) (it) has knowledge of the “Keep Jobs in Colorado Act” codified at Sections 8-17-101, *et seq.* of the Colorado Revised Statutes and that Colorado labor shall be employed to perform at least eighty percent (80%) of the work. See <https://www.colorado.gov/pacific/cdle/kjica> for more information regarding this Act, which applies to Public Works projects. This is not applicable in the case that Federal funds are used.
- 1.12 All information submitted in response to this bid is public after the bid opening. The Vendor should not include as a part of the response to the invitation to bid any information which the Vendor believes to be a trade secret or other privileged or confidential data. If the Vendor wishes to include such material with a bid, then the material should be supplied under separate cover and identified as confidential. Statements that the entire bid is confidential will not be honored. BOCC will endeavor to keep that information confidential, separate and apart from the bid subject to the provisions of the Colorado Open Records Act or order of court.
- 1.13 The Vendor who is selected as the Vendor shall, at its own expense, protect, defend, indemnify, save and hold harmless the County of Moffat, BOCC, and its elected and appointed officers, employees, servants and agents from all claims, damages, lawsuits, costs and expenses including, but not limited to, all costs from administrative proceedings, court costs and attorney fees that the County of Moffat, BOCC, and its elected and appointed officers, employees, servants and agents may incur as a result of the acts, omissions or negligence of the Vendor or its employees, servants, agents or subcontractors that may arise out of the agreement.
- 1.14 The Vendor’s indemnification responsibility under this section shall include the sum of damages, costs and expenses which are in excess of the sum of damages, costs and expenses which are paid out on behalf of or reimbursed to the BOCC, its officers, employees, servants and agents by the insurance coverage obtained and/or maintained by the Vendor.
- 1.15 BOCC strongly encourages the use of small and minority firms, women's business enterprises, and labor surplus area firm services. In accordance with Federal and State laws, Moffat County and BOCC do not discriminate.

- 1.16 All businesses, organizations, and individuals contracting with BOCC must comply with Title II of the Americans with Disabilities Act of 1990, as amended. For more information on these requirements and to read the full Title II text, please go to the following web page: https://www.ada.gov/ada_title_II.htm.
- 1.17 Other governmental entities may piggyback on the award of this solicitation and should contact Moffat County Purchasing for any necessary procurement documents. The entity shall deal directly with the award Vendor concerning the placement of Purchase Orders, freight charges, contracting and disputes, invoicing, and payment. Moffat County shall not be held liable or responsible for any liability, claims, costs, damages, demands, actions, losses, judgments or expenses incurred by the Vendor or any government entity relating to such use.
- 1.18 The Vendor certifies that by signing the contract, neither the Vendor nor subcontractors are suspended or debarred or otherwise excluded from procurement by the Federal government and do not appear on the Excluded Parties List System (EPLS) maintained by the General Services Administration (GSA).
- 1.19 No Vendor awarded a solicitation shall be federally debarred. Such debarment shall be checked through the System for Award Management, at: www.sam.gov.
- 1.20 Bids must be furnished exclusive of any Federal, State, or Local taxes.

AGREEMENT

This CONTRACT OF SERVICES AGREEMENT (“Agreement”) made this 25th day of January 2025 by and between the Board of County Commissioners of Moffat County Colorado (“BOCC”) and ContractorName (“Vendor”), whose address is ContractorAddress and whose telephone number is (000) 000-0000.

WHEREAS, the Vendor has been selected to provide services, in accordance with the provisions of the Moffat County Purchasing Manual; and

WHEREAS, the BOCC wishes to employ the services of Vendor as an independent contractor and Vendor wishes to provide services to the BOCC; and

WHEREAS, the BOCC has authority to acquire the services described in this Agreement under the provisions of §30-11-101, *et seq.*, C.R.S., as amended.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth hereinafter, the BOCC and the Vendor agree as follows:

Article 1 - Scope of Work.

- 1.1 The Vendor shall furnish all materials and perform in a satisfactory and proper manner, as determined by the BOCC to Acquire a single wide manufactured home for Moffat County Road & Bridge at the Vermillion located at 20010 Hwy 318 Maybell, CO 81640 as outlined in the Exhibit below:

Exhibit “A” Submittal from ContractorName.

Article 2 - Time of Performance.

- 2.1 Services of the Vendor shall commence on 2/23/2026 and shall be substantially completed on or before 8/30/2026, no matter the date of execution of this agreement.

Article 3 - Compensation/Appropriation.

- 3.1 The amount to be expended pursuant to this Agreement shall be One-Hundred Thousand Dollars and 0/100 cents (\$100,000.00). The BOCC has lawfully appropriated an amount that is equal to or in excess of the compensation set forth herein, which amount shall constitute the contract amount.
- 3.2 Non-Appropriation: Each party hereto agrees that the revenues and expenditures hereunder shall constitute current expenditures and revenues payable and receivable in the fiscal years for which funds are appropriated for the payment thereof. The obligations of the parties under this agreement shall be from year to year only and shall not constitute a multiple-fiscal year direct or indirect debt or other financial obligation or any obligation payable in any fiscal year beyond the fiscal year for which funds are appropriated for the payment thereof or payable from any funds other than funds appropriated for the payment of current expenditures. No provision of this agreement shall be construed to pledge credit or to create a lien on any class or source of either party’s monies. Notwithstanding any termination, the parties shall remain liable for any amounts for prior services provided and not paid.

Article 4 – Payment procedures

VENDOR shall submit Invoices for Payment to the DEVELOPMENT SERVICES DEPARTMENT for processing.

Article 5 - No Assignment.

The Vendor and subcontractor(s) hereto shall not assign or transfer any rights in this Agreement without the prior written consent of the BOCC.

Article 6 - Compliance with Laws.

The Vendor shall comply with all applicable federal, state and local laws, ordinances, resolutions, codes and regulations in providing the services detailed in Exhibit A.

Article 7 - Indemnification.

The Vendor agrees to indemnify and hold harmless the BOCC, and its officers, employees and agents, acting officially or otherwise, from any and all claims, demands, damages, and actions of any kind brought by anyone, including attorney's fees, which may arise out of or result from the negligent or willful misconduct of Vendor or its subcontractor(s) in the performance of services as set forth in this Agreement and/or the breach of any condition(s) of this Agreement.

Nothing herein shall be interpreted as a waiver of governmental immunity to which the BOCC may otherwise be entitled under the provisions of §24-10-101, *et seq.*, C.R.S., as amended.

Article 8 - Termination for Cause.

- 8.1 If the Vendor or the BOCC fails to fulfill its obligations under this Agreement in a timely and proper manner or violates any of the provisions of this Agreement, the non-defaulting party shall thereupon have the right to terminate this Agreement for cause by giving written notice to the defaulting party of such termination and specifying the effective date of termination. The defaulting party, however, shall not be relieved of liability to the non-defaulting party for damages sustained by virtue of any breach of this Agreement. In the event of default by the Vendor, the BOCC may withhold payments due under Paragraph 4, above, for the purpose of set-off until such time as the exact amount of damages due the BOCC from the Vendor is determined.

Article 9 - Termination for Convenience.

The BOCC may terminate this Agreement without cause at any time by giving at least thirty (30) days written notice to the Vendor. If this Agreement is terminated for the convenience of BOCC, the Vendor shall be paid for services provided prior to the date of termination.

Article 10 - Conflict of Interest.

During the term of this Agreement, the Vendor shall not perform similar services for persons, firms, or entities, including governmental entities, which have the potential to create a conflict of interest, unless the potential conflict is disclosed to and approved by the BOCC.

Article 11 - Modifications.

This Agreement may not be modified, amended or otherwise altered unless mutually agreed upon in a writing executed by the BOCC and the Vendor.

Article 12 - Governing Law.

The laws of the State of Colorado shall govern the validity, performance and enforcement of this Agreement. Should either the BOCC or Vendor institute legal action for enforcement of any obligation contained herein, it is agreed that venue shall be in Moffat County, Colorado.

Article 13 - Severability.

Should any provisions of this Agreement be determined by a court of competent jurisdiction to be unconstitutional or otherwise null and void, the remaining provisions of the Agreement shall remain in full force and effect.

Article 14 - Notices.

Notices to be provided under this Agreement shall be given in writing either by hand delivery or by certified return receipt requested United States mail, to the following:

<u>BOCC's Representative:</u>	<u>Vendor:</u>
GoverningRep	ContractorName
MCBOCC Chair	OfficerName
1198 W. Victory Way, Suite 104	ContractorAddress
Craig, CO 81625	City, State Zip
(970) 824-5517	(000) 000-0000

Article 15 - Headings.

Titles and paragraph divisions are inserted in this Agreement for ease of reference and do not define, limit, or prescribe the scope or intent of the provisions of this Agreement or any part thereof.

Article 16 - Authority.

Each person signing this Agreement represents and warrants that he/she is fully authorized to enter into and execute this Agreement and to bind the party represented to the provisions of this Agreement.

Article 17 - Counterparts and Facsimile Signatures.

This Agreement may be executed in counterparts, each of which shall be deemed an original. Facsimile signatures of, or on behalf of, the BOCC or the Vendor on this Agreement and any modification hereto shall be effective for all purposes.

Article 18 - Force Majeure.

Neither party shall be liable for its failure to perform hereunder due to contingencies beyond its reasonable control, including but not limited to strikes, riots, war, and acts of God.

Article 19 - Integration of Understanding.

This Agreement represents the entire Agreement between the parties and supersedes all prior negotiations and representations, whether written or oral. Nothing herein shall be deemed to give anyone not a party to this Agreement any right of action against either the BOCC or the Vendor.

IN WITNESS WHEREOF, the BOCC and the Vendor have set their hands and seals.

BOARD OF COUNTY COMMISSIONERS
MOFFAT COUNTY, COLORADO

ATTEST:

By: _____
GoverningRep, MCBOCC Chair

Clerk to the Board

VENDOR:
ContractorName

By: _____
OfficerName

STATE OF COLORADO)
) ss.
COUNTY OF MOFFAT

The foregoing instrument was acknowledged before me this ____ day of _____, 2025 by _____.

MY COMMISSION EXPIRES: _____

Notary Public

Address