



**INVITATION FOR BIDS
IFB-GC-FG-01-24
FAIRGROUNDS RESTROOM**

In accordance with Article 5.2 of the Garfield County Procurement Code (“GCPC”), Garfield County is soliciting competitive sealed bids from qualified individuals or companies to construct a new Restroom at the Garfield County Fairgrounds located at 1001 Railroad Ave., Rifle, Colorado, 81650. This is the primary restroom and is utilized heavily by the public during events held at the Fairgrounds.

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**SECTION 1.
INTRODUCTION AND INSTRUCTIONS TO BIDDERS**

A. DOCUMENTS. READ THIS INVITATION FOR BIDS (“IFB”), AND ALL ATTACHMENTS TO THIS IFB TOGETHER IN ORDER TO UNDERSTAND YOUR RIGHTS, DUTIES AND OBLIGATIONS UNDER THIS IFB.

B. TERM OF CONTRACT. It is intended that this IFB will result in the award of a contract. The proposed initial term of that contract will be March 1, 2024 through December 31, 2025 dependent upon which scenario is awarded.

C. QUALIFICATION OF BIDDERS. Each bidder must have been primarily engaged in a business that delivers goods or provides services similar to those requested in this IFB for at least 24 months prior to the date this IFB is issued. Each bid must establish that the bidder is “responsible” and the bid is “responsive” to the terms and conditions of this IFB. As defined in the GCPC, a “responsible bidder” as a person who has the technical and financial capability to fully perform the contract requirements. As defined in the GCPC, a “non-responsive bid” as a bid that does not conform to the mandatory or essential requirements of the IFB.

D. PRINTED FORM OF BIDS. All bids must state the amount bid both in words and in figures and be signed by the individual who will also sign the Contract. If a “Bid Schedule” is part of the Bid



package, then it must be completed and signed by an authorized individual. If a “Delivery Schedule” or “Work Schedule” is included as part of the Bid package, then it must also be completed and be signed by an authorized individual and state the delivery date for the goods or commencement date for the services. The Delivery Schedule or Work Schedule must conform to the commencement and completion dates for the Contract. The submitted bid shall be labeled “FAIRGROUNDS RESTROOM, IFB-GC-FG-01-24.”

E. DELIVERY OF BIDS. Garfield County will only accept electronic bid submissions. All bids must be submitted via the Rocky Mountain E-Purchasing System (RMEPS) at www.bidnetdirect.com/colorado. It is the responsibility of the vendor to ensure that electronic bid are submitted prior to closing time. The Procurement Department does not have access or control of the vendor side of RMEPS. If website or other problems arise during response submission, vendor **MUST** contact RMEPS to resolve issue prior to the response deadline at 800-835-4603 ext. 2. Bids shall be uploaded as a single PDF file.

F. OPENING OF BIDS. Bids will be publicly opened after the bid closing time of **3:00 P.M. MST on Tuesday, February 13, 2024** in the presence of one or more witnesses at the **Garfield County Procurement Department, 810 Pitkin Avenue, Glenwood Springs, CO 81601**. The amount of each Bid, the name of each bidder, and other relevant information, as deemed appropriate by the Procurement Department, shall be recorded at the Bid opening. The record and each timely submitted Bid that was received and opened in response to this IFB are public records in accordance with §24-72-201, *et seq.* C.R.S., as amended, and shall be available for public inspection.

G. ACCEPTANCE OF BIDS. Pursuant to Article 5.2.5., GCPC, all Bid information is subject to analysis, legal review, and other required approvals prior to the award of any contract. Therefore, all timely received Bids shall be unconditionally accepted without alteration or correction, except as may otherwise be authorized by applicable provisions of the GCPC. A bidder may not alter or change any price or other information in a Bid after it has been opened if the Chief Procurement Officer deems that alteration or change prejudicial to Garfield County or fair competition.

H. EVALUATION OF BIDS. In accordance with Article 5.2.9., GCPC, Bids shall be evaluated based on the requirements set forth in this IFB, which may include the consideration of such factors or criteria as: inspection, testing, references, quality, price, workmanship, delivery, functionality, and suitability for a particular purpose. Prior to the award of a contract, the Procurement Department may contact a bidder to: clarify any patent or latent ambiguities in a Bid; or, to clarify that a bidder clearly understands the requirements of this IFB and that a submitted Bid conforms to the requirements of this IFB. Bids may, but are not required to, be judged on the basis of: (a) the Bidder’s qualifications, (b) the total amount of the Bid (including any unit prices set forth in the Price Schedule), (c) warranties, (d) experience, (e) past performance, (f) delivery time, dates, charges, and location, (g) any long-range cost(s), and, (h) any other information that may be requested in this IFB. If a conflict exists between unit prices and total prices on a Bid form, then unit prices shall govern. Garfield County may make such investigations, as it deems necessary, to determine the ability of any



Bidder to timely and satisfactorily perform the work described in this IFB. A Bidder shall furnish to Garfield County all information and data that it may request. Garfield County reserves the right to reject any bid if the information submitted by, or the investigation of, a bidder fails to satisfy Garfield County that a bidder is properly qualified to deliver the requested goods or, timely and satisfactorily complete the work described in this IFB within the budget provided by that bidder. Garfield County may reject any or all bids it receives for any bona fide reason, including but not limited to: submitting a “conditional” or “qualified” Bid. Garfield County specifically reserves the right to reject any Bid that is not submitted by a responsible bidder and/or is not otherwise responsive to the terms and conditions of this IFB.

I. BINDING EFFECT OF SUBMITTED BIDS. Unless otherwise specified by applicable provisions of the GCPC or the Procurement Department, all timely submitted bids shall be binding upon the submitting bidder for a period of not less than sixty (60) calendar days following the bid opening date. The Procurement Department may request a bidder to extend this period of time if necessary to complete the solicitation and contract award process.

J. WAIVER OF MINOR INFORMALITIES OR IRREGULARITIES IN BIDS. Garfield County reserves the right to waive any minor informality or irregularity in a timely submitted Bid if it is in the best interests of Garfield County.

K. ERRORS IN BIDS. Any error in a Bid that is not withdrawn prior to the award of a contract shall not relieve the submitting bidder from any obligation to provide the goods or services to be acquired through this IFB at the prices stated in that Bid.

L. WITHDRAWAL OF BIDS. In accordance with Article 5.2.6., GCPC, a bidder may request in writing to withdraw a Bid it has submitted at any time prior to the date a contract award is made. If a bidder claims that it has made an error in its Bid, then clear and convincing written proof of that error must be submitted to the Chief Procurement Officer before that Bid may be withdrawn.

M. REJECTION OF BIDS OR CANCELLATION OF INVITATION FOR BIDS. Pursuant to Article 5.2.7., GCPC, Garfield County reserves the right to reject, in whole or in part, any timely submitted Bid that fails to comply with the material terms and conditions of this IFB; or, is otherwise not in the best interests of Garfield County or fair competition. Garfield County reserves the right to cancel this IFB, in whole or in part, at any time, if it is in the best interests of Garfield County.

N. RESIDENT BIDDER PREFERENCE. This acquisition is eligible under **Article 5.1 BID PREFERENCE – GARFIELD COUNTY RESIDENT BIDDER.** A five percent (5%) price advantage shall be applied to all local bidders. Firms interested in receiving a **Local Vendor Designation** may contact this office to receive an Affidavit that **must be returned to this office no later than 10 days prior to the due date for submitting a bid.**



O. DETERMINATION OF NON-RESPONSIBILITY. As required by Article 5.2.11., GCPC, if a bidder who otherwise would have been awarded a contract is found to be “not responsible” by the Procurement Department, then the Chief Procurement Officer shall make a written determination of its findings and promptly send a copy of those findings to the non-responsible bidder. The written determination shall be part of the permanent contract file and is a public record available for inspection pursuant to §24-72-201, *et seq.*, C.R.S., as amended.

P. AWARD. Pursuant to Article 5.2.12., GCPC, and subject to any other applicable provisions of the GCPC, all purchase orders or contracts shall be awarded with reasonable promptness by written notice to the lowest responsible and responsive bidder whose Bid best meets the requirements, factors, and criteria of this IFB. If all Bids timely submitted in response to this IFB exceed the amount of funds available to Garfield County, as certified by the Sr. Finance Administrator, then the Procurement Department may negotiate an adjustment in the original scope of work and price with the lowest responsible and responsive bidder if time or economic considerations preclude re-solicitation.

Q. PROTESTS. In accordance with Article 7.6.4., GCPC, an aggrieved bidder may file a written protest of this solicitation or any resulting contract award with the Chief Procurement Officer within seven (7) business days of the date the aggrieved bidder knew, or should have known, of the facts giving rise to the claim.

R. RESERVATION OF RIGHTS. The Board of County Commissioners of Garfield County reserves the right to make its selection decision after consideration of any other relevant factors it deems appropriate to that decision. The Board of County Commissioners of Garfield County reserves all other rights, whether express, implied, or inherent, that it may have as a body politic of the state of Colorado.

SECTION 2. SCOPE OF WORK

A. PURPOSE. As stated in Article 4.1.3., GCPC, all specifications and statements of work (i.e., “Scope of Work”) shall be prepared and drafted in a manner that provides overall economy for the intended purpose while providing for maximum competition in satisfying the procurement needs of Garfield County. Specifications and statements of work should not be overly restrictive. Article 4.2.1., GCPC, states that a Scope of Work (“SoW”) describes the specific requirements applicable to a particular product or service that is to be procured by Garfield County. The stated purpose of a SoW is to provide prospective bidders with a clear, accurate, and complete description of the goods to be supplied or the services to be performed.

B. BRAND NAME OR EQUAL. If this IFB uses a “brand name or equal” specification for the delivery of goods, then this IFB must comply with the requirements of Article 4.3.4., GCPC.



C. EXAMINATION OF DOCUMENTS. Each bidder should thoroughly examine, and be familiar with, the specifications and any SoW attached to this IFB. The failure or omission of a bidder to receive or examine any addendum, bid sheet, blue print, document, drawing, form, instrument, plan, specification, statement of work, or any other document shall not relieve that bidder from any performance obligation contained in this IFB.

D. QUESTIONS REGARDING THIS IFB. Any questions about the terms and conditions of this IFB, or any addendum or attachment hereto, shall be submitted to the Procurement Department in writing no later than **3:00 P.M. on Wednesday, January 31, 2024**. Inquiries received after this deadline may not receive a response.

E. EXCEPTIONS TO IFB. Each Bid submitted in response to this IFB shall list all deviation(s), exception(s), or variation(s) to or from: the terms and conditions of this IFB, the terms and conditions of any attachment(s) to this IFB, the terms and conditions of any addendum to this IFB, and, the terms and conditions of the proposed Contract. The section of a bid containing any such deviation(s), exception(s), or variation(s) shall be clearly labeled "Exceptions to IFB". The failure of a bidder to note a deviation, make an exception, or list a variation to the terms and conditions of this IFB, any attachment(s) or addenda to this IFB, or the terms and conditions of the proposed Contract shall be deemed an express waiver by that bidder of any such deviation, exception, or variation.

F. INTERPRETATIONS AND ADDENDA. If it becomes necessary to revise any part of this IFB, then a written "Addendum" shall be issued. Garfield County is not bound by any oral changes, clarifications, or representations made by Garfield County employees, unless those oral changes, clarifications, or representations are provided in a written Addendum to this IFB.

SECTION 3. STANDARD REQUIREMENTS OF THIS INVITATION FOR BIDS

A. AFFIDAVIT REGARDING NON-COLLUSION. Each bidder must sign and return the attached "Non-Collusion Affidavit". This Affidavit **must** be signed by an authorized individual. This Affidavit must be signed in front of a notary public. Garfield County reserves the right to reject any Bid if evidence of collusion exists between bidders. Pursuant to Article 7.10., GCPC, the Chief Procurement Officer is required to transmit a written notice of the facts giving rise to its suspicion of collusion or other anti-competitive practices to the Office of the District Attorney for the Ninth Judicial District and the Office of the Garfield County Attorney. Garfield County may decline to accept future bids from any bidder determined to have engaged in collusive activities for a period of time not to exceed five (5) years. By submitting a bid in response to this IFB, each bidder certifies that it is not a party to any collusive action or any action that may be in violation of the federal Sherman Antitrust Act. Garfield County shall deem any Bid that does not include a properly executed Non-Collusion Affidavit as non-responsive.



B. COMPLIANCE WITH APPLICABLE FEDERAL, STATE, COUNTY, AND MUNICIPAL LAWS. All bidders must comply with all Federal, State, County, and municipal laws applicable to this IFB, including but not limited to, licensing, labor, and health laws. The laws of the State of Colorado shall govern the effect, enforcement, interpretation, and validity of this IFB, its award, and any contract that results from this IFB. The exclusive venue for any action related to this IFB is the Garfield County seat of the Ninth Judicial District of the State of Colorado.

C. INSPECTION AND ACCEPTANCE. Garfield County reserves the right to inspect all goods and services provided pursuant to this IFB prior to accepting those goods or services. Garfield County reserves the right to withhold any payment for any goods delivered or services performed that do not conform to this IFB. Garfield County may require the delivery of substitute goods or the performance of substitute services if it concludes, in good faith, that the original goods or services are defective. Re-delivery or re-performance shall be at no cost to Garfield County. Garfield County may withhold all, or any part, of any payment because of defective tender or performance. Repeated violations of this provision may result in the unilateral termination of the purchase order or contract by Garfield County for default.

D. NON-DELEGATION AND NON-ASSIGNMENT. The successful bidder shall not delegate any duties or obligations of this IFB and any resulting purchase order or contract without the prior, express, written consent of Garfield County. Except for accounts receivable, the successful bidder shall not assign any rights of this IFB or any resulting purchase order or contract without the prior, express, written consent of Garfield County.

E. SAFETY WARRANTY: All bidders expressly warrant that all services that may be performed pursuant to this IFB shall conform to all applicable rules or regulations of the United States Department of Labor as codified in the Occupational Safety and Health Act of 1970 (OSHA). Failure, without good cause, to comply with any applicable OSHA regulation by a contractor may constitute grounds for termination for cause of that contractor.

F. INSURANCE. If this IFB results in a contract for services, the following provisions shall apply to each bidder who submits a bid in response to this IFB. In order to commence work and receive compensation pursuant to an awarded purchase order or contract, the terms of this paragraph must be satisfied prior to the commencement of work. Each bidder shall procure and maintain, until all of its obligations under any awarded purchase order or contract have been fully discharged, including all applicable warranty periods, all insurance required under this paragraph. The insurance requirements set forth herein are minimum requirements for any awarded purchase order or contract and in no way limit the indemnity covenants contained in any awarded purchase order or contract. The BOCC in no way warrants that the minimum limits contained herein are sufficient to protect a bidder from liabilities that might arise out of the performance of the work under any awarded purchase order or contract by that bidder, its agents, directors, employees, officers, representatives, or subcontractor(s) and the bidder is free to purchase additional insurance as it may deem necessary.



Minimum Types and Limits of Insurance: Each bidder shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a “following form” basis.

Commercial General Liability- Occurrence Form

The policy shall be endorsed to include the following “Additional Insured” language: “Public Entity, its subsidiary, parent, associated and/or affiliated entities, successors, or assigns, its elected officials, trustees, employees, agents, and volunteers shall be named as ‘Additional Insureds’ with respect to liability arising out of the activities performed by, or on behalf of [name of bidder].”

Minimum Limits:

General Aggregate	\$2,000,000
Products/ Completed Operations Aggregate	\$2,000,000
Each Occurrence Limit	\$1,000,000
Personal/Advertising Injury	\$1,000,000

Automobile Liability (This insurance may be waived if the awarded purchase order or contract does not involve the use of any motor vehicle to perform any of the work under that awarded purchase order or contract)

Bodily Injury and Property Damage for any owned, hired, and non-owned vehicles used in the performance of any awarded purchase order or contract.

Minimum Limits:

Bodily Injury/Property Damage (Each Accident)	\$1,000,000
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Worker’s Compensation and Employers’ Liability

Minimum Limits:

Coverage A (Workers’ Compensation)	Statutory
Coverage B (Employers Liability)	\$100,000
	\$100,000
	\$500,000

Professional Liability (Errors and Omissions Liability)

(This section applies only if the awarded purchase order or contract is for a licensed professional service.)



The policy shall cover professional misconduct or lack of ordinary skill for professional services required by any awarded purchase order or contract.

In the event that the professional liability insurance required by any awarded purchase order or contract is written on a claims-made basis, each bidder warrants that: any retroactive date under that policy shall precede the effective date of any awarded purchase order or contract; and, either continuous coverage shall be maintained or an extended discovery period shall be exercised for a period of two (2) years beginning at the time work under any purchase order or contract is completed.

Minimum Limits:

Each Loss	\$1,000,000
Aggregate	\$2,000,000

Additional Insurance Requirements: The policies shall include, or be endorsed to include, the following provisions:

On insurance policies where the Public Entity is named as an “Additional Insured”, the Public Entity shall be an “Additional Insured” to the full limits of liability purchased by that offeror even if those limits of liability are in excess of those required by any awarded purchase order or contract.

Each bidder’s insurance coverage shall be primary insurance and non-contributory with respect to all other available sources of insurance.

For the provisions of **Commercial General Liability** and **Automobile Liability** set forth above, the insurance policy must include contractual liability coverage.

All insurance required by this paragraph shall be issued by companies authorized to do business in the state of Colorado and written on forms satisfactory to, filed with, and approved by the Colorado Division of Insurance within the Colorado Department of Regulatory Agencies.

Notice of Cancellation: Each insurance policy required by the insurance provisions of this paragraph shall provide the required coverage and shall not be suspended, voided, or cancelled except after thirty (30) days prior written notice has been given to the BOCC. If cancellation is due to the nonpayment of premiums, then ten (10) days prior written notice may be given. Such notice shall be sent directly to the Procurement Department, at the following address: **Garfield County Procurement Department, 810 Pitkin Avenue, Glenwood Springs, Colorado 81601.**

Verification of Coverage: Each bidder shall furnish the BOCC with certification of insurance (ACORD form or equivalent approved by the BOCC as required by this paragraph).



The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the BOCC before work commences. Each insurance policy required by this paragraph must be in effect at or prior to the commencement of work under any awarded purchase order or contract and remain in effect for the duration of that purchase order or contract and for two (2) years after the completion date of that purchase order or contract, or any extension or renewal thereof. Failure to maintain the insurance policies as required by this paragraph, or to provide evidence of renewal, is a material breach of this paragraph.

Any certificate(s) and any required endorsement(s) shall be sent directly to the Procurement Department at the following address: **Garfield County Procurement Department, 810 Pitkin Avenue, Glenwood Springs, Colorado 81601**. The BOCC reserves the right to require complete, certified copies of all insurance policies required by any awarded purchase order or contract any time.

Approval: Any modification or variation from the insurance requirements in this paragraph shall be made by the Procurement Department, after consultation with the Risk Manager or County Attorney's Office. Such action shall not require a formal written bilateral amendment, but may be made by administrative action.

G. TAXES. Garfield County is a political subdivision of the state of Colorado. Accordingly Garfield County is exempt from federal excise taxes and state retail taxes. Therefore, each Proposal price must be net, exclusive of any calculations for such taxes.

H. TERMINATION DUE TO LACK OF FUNDS. Garfield County may terminate any contract that results from this IFB, in whole or in part, if Garfield County determines in good faith sufficient funds will not be available to complete the work. Termination due to lack of funds shall be effected by the delivery of a written notice of termination at least fifteen (15) calendar days before the effective date of termination. The written notice shall specify the extent to which delivery or performance is terminated and the date upon which such termination shall be effective.

I. CHOICE OF LAW AND VENUE. The laws of the state of Colorado shall govern the enforcement, execution, formation, interpretation, performance, and validity of this IFB and any contract that results from this IFB. The exclusive venue for any action related to this IFB or any resulting contract is the district court for the Ninth Judicial District of the State of Colorado.

J. EXCEPTIONS TO IFB. Each bid submitted in response to this IFB shall list any deviation(s), exception(s), or variation(s) to or from: the terms and conditions of this IFB, the terms and conditions of any attachment(s) to this IFB, the terms and conditions of any addendum to this IFB, and, the terms and conditions of the proposed contract. the section of a bid containing any such deviation(s),



exception(s), or variation(s) shall be clearly labeled “exceptions to IFB”. the failure of an offeror to note a deviation, make an exception, or list a variation to the terms and conditions of this IFB, any attachment(s) or addenda to this IFB, or the terms and conditions of the proposed contract shall be deemed an express waiver by that offeror of any such deviation, exception, or variation.

**SECTION 4.
SPECIAL TERMS AND CONDITIONS OF THIS INVITATION FOR BIDS**

A. SUBMISSION OF WRITTEN QUESTIONS. Written questions regarding the IFB or its attachments must be submitted to no one other than Cimberlee Barritt, Contract Administrator in the Procurement Department through **3:00 P.M., MST on Wednesday, January 31, 2024.** The address to submit questions is: **Garfield County Procurement Department, 810 Pitkin Avenue, Glenwood Springs, CO 81601.** Questions submitted by e-mail should be sent to Cimberlee Barritt at cbarritt@garfield-county.com. Questions may also be submitted via RMEPS. The facsimile number for the Procurement Department is 970-384-5008.

Do not contact any other County Department or Design Consultant for information about this Invitation for Bid.

Offerors are cautioned that in no event shall failure to familiarize themselves with the requirements of this solicitation or to resolve ambiguous or inconsistent terms or conditions of this solicitation or proposed contract constitute grounds for a claim of any kind after contract award.

B. NON / MANDATORY PRE-BID SITE VISIT. A Non-mandatory pre-bid conference/site visit shall be held on **Tuesday, January 23, 2024 at 9:00 A.M.** at the **Garfield County Fairgrounds located at 1001 Railroad Ave., Rifle, Colorado, 81650.** The purpose of this conference and site visit is to give perspective offerors a forum to meet with Garfield County and design personnel in order to ask questions to better prepare their respective Bids.

C. PAYMENT AND PERFORMANCE BONDS. If this IFB is for the construction of a public work with a value of Fifty Thousand Dollars (\$50,000.00) or more, then a payment bond at 100% of the bidders total cost is required as well as a performance bond at 100% of the bidders total cost.



**SECTION 5.
ATTACHMENTS**

A. ATTACHMENTS. The following documents are attached to this IFB:

ATTACHMENT A	SCOPE OF WORK
ATTACHMENT B	BID SCHEDULE
ATTACHMENT C	BID SET FOR CONSTRUCTION
ATTACHMENT D	NON-COLLUSION AFFIDAVIT
ATTACHMENT E	STATEMENT OF QUALIFICATIONS
ATTACHMENT F	SAMPLE FORM OF AGREEMENT
ATTACHMENT G	SAMPLE AMENDMENT TO AIA 201-1997
ATTACHMENT H	AIA 201-1997

These documents are incorporated into, and made a part of, this IFB and any resulting Purchase Order or Contract.