

## STANDARD PURCHASE CONTRACT FOR GOODS

This STANDARD PURCHASE CONTRACT FOR GOODS (the “Contract”) is entered into by and between GARFIELD COUNTY, COLORADO (the “County”), a political subdivision of the state, through its BOARD OF COUNTY COMMISSIONERS (the “BOCC”), and Dodson Engineered Products, Inc. (the “Contractor”), whose principal place of business is 33 Marand Road, Glenwood Springs, CO 81601, in accordance with the applicable provisions of the Garfield County Procurement Code.

### RECITALS

- A. Contractor has been selected to provide the goods defined in this Contract to or on behalf of the BOCC in accordance with the Garfield County Procurement Code.
- B. The BOCC wishes to retain Contractor as an independent to provide, and Contractor wishes to provide to the BOCC, the goods defined in this Contract on the terms stated in this Contract.
- C. The BOCC is authorized to acquire and contract for these goods by Colorado Revised Statutes §30-11-101, *et seq.*

NOW, THEREFORE, in consideration of the following mutual covenants and agreements, the BOCC and the Contractor agree:

### AGREEMENT

1. Purpose. The purpose of this Contract is to define the terms and conditions by which Contractor will provide As Needed Culverts to Garfield County as more specifically defined by Solicitation Document No. IFB-GC-RB-04-22 (the “Solicitation”), which is incorporated herein for all purposes. For convenience, the Scope of Work from the Solicitation is attached as **Attachment A** (the “Scope of Work”).

2. Term and Renewal. The initial term of this Contract is from 2/22/2022 to 12/31/2022. At the expiration of the initial term, the Contract may be extended for up to two additional one-year terms upon the express written consent of the parties.

3. Authorized County Representative. The BOCC shall be represented by Wyatt Keesbery, Road & Bridge Director (the “County Representative”), who is designated and authorized to act on behalf of the BOCC for all purposes relating to the budget, performance, administration, payment, and successful completion of this Contract.

4. Compensation. Contractor shall be compensated for services as earned in a total annual amount, including reimbursed expenses if allowed, not to exceed \$62,500.00. The BOCC has lawfully appropriated an amount sufficient to pay this amount and is under no obligation to make any future appropriation or allocation to this Contract. Any amount appropriated but not

earned by December 31 in any year in which this Contract is in effect shall automatically expire on December 31 of that year.

- a. Invoicing Procedures. Payment(s) will be made to the Contractor upon receipt and approval of an invoice by the County Representative who shall be the sole judge of the acceptability of the goods. Contractor and the County Representative shall agree upon a mutually acceptable invoicing schedule. The BOCC reserves the right to require additional information to support payments to the Contractor. Payments will be made to the Contractor within forty-five (45) days of receipt of invoice or other mutually agreed upon period.
- b. Mailing Address. All invoices and notices related to this Contract shall be sent to the County Representative at the following address: 0298 County Road 333A, Rifle, CO 81650.

5. Scope of Contract. This Contract shall include all terms and conditions specified in the Solicitation and in Contractor's successful bid, proposal, or offer in response thereto upon which this Contract was awarded, which is incorporated herein for all purposes (the "Bid"). The following order of priority shall control: (a) this Contract; (b) the Solicitation; then (c) the Bid, regardless of any statement to the contrary therein.

6. Delivery. Unless otherwise specified in the Solicitation or this Contract, delivery shall be FOB destination. The BOCC is relying on the promised delivery date, installation or service performance of As Needed as set forth in the Bid. If the Contractor fails to deliver as specified, the BOCC, in its sole discretion, may cancel its order or any part thereof without prejudice to its other rights, return all or part of the shipments so made, and charge Contractor with any loss or expense sustained as a result of the failure to deliver or perform as promised. Time is of the essence in the performance of this Contract.

7. Quality and Performance. All products delivered pursuant to this Contract shall be newly manufactured and the current model, unless otherwise specified in the Scope of Work. The County Representative shall be the sole judge in determining brand name equals with regard to quality, price, or performance. Any services shall be performed strictly in accordance with the Scope of Work as incorporated into this Contract.

8. Safety Information. All chemicals, equipment, and materials proposed or used in the performance of this Contract shall conform to the requirements of the Occupational Safety and Health Act of 1970, as amended. Contractor shall furnish all material safety data sheets for any regulated chemicals, equipment, or hazardous material at the time of delivery.

9. Warranties. All manufacturer warranties and all applicable provisions and remedies of the Colorado Uniform Commercial Code relating to express and implied warranties are incorporated into the terms of this Contract, as are any warranties contained in this Contract and any attachments hereto.

10. Changes. Contractor shall furnish products or services strictly in accordance with the specifications and price(s) set forth for each item and in compliance with the Solicitation that induced the Contractor's Bid. Each shipment received or service performed shall comply with the terms of this Contract, notwithstanding invoice terms or actions of the Contractor to the contrary, unless this Contract has been modified, superseded, or otherwise altered. No change or alteration to this Contract that requires payment in excess of the amount stated in ¶4 shall be effective unless there is a concurrent additional appropriation.

11. Contractor Responsibilities. By entering into this Contract, Contractor agrees to diligently and professionally perform the work described in the Scope of Work and to meet all agreed upon delivery deadlines and dates of service

12. County Responsibilities. The County shall provide information as necessary or requested by the Contractor to enable Contractor to perform under this Contract.

13. Ethics. Contractor shall not engage in unethical conduct in its performance of this Contract and shall comply with and abide by any applicable laws, regulations, rules or codes relevant to or governing its performance.

14. Inspection, Acceptance, Remedies, and Breach. Final acceptance of any delivery is contingent upon completion of all applicable inspection procedures. If products or services fail to meet any inspection requirements, the BOCC may exercise all rights, including those provided in the Colorado Uniformed Commercial Code. The County Representative shall have the right to inspect products and judge performance of all services provided under this Contract at all reasonable times and places. Services as used in this section shall include any services performed and tangible material produced and delivered in the performance of services. If any service performance does not conform to this Contract, the BOCC may require the Contractor to perform the service again and conform to the Contract requirements, without any additional compensation. For defects in the quality or quantity of service that cannot be corrected by re-performance, BOCC may (a) require Contractor to take necessary action to ensure future performance conforms to the Contract requirements, and (b) equitably reduce the payment due to the Contractor to reflect the reduced value of the service performed, or (c) in the alternative, the BOCC may elect to terminate this Contract under the provisions of ¶23.

15. Records, Reports, and Information. At such times and in such forms as the BOCC may require, the Contractor shall furnish statements, records, reports, data and information pertaining to matters covered by this Contract. The Contractor shall maintain its records in accordance with any requirements prescribed by the BOCC. Except as otherwise authorized by the BOCC, Contractor shall maintain such records for a period of seven (7) years after receipt of final payment under this Contract.

16. Audits and Inspections. At any time during normal business hours and as often as the BOCC may deem necessary, the Contractor shall make its records with respect to matters covered by this Contract available for examination. The Contractor shall permit the BOCC to audit, examine, and make excerpts from such records and audit all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to this Contract.

The BOCC may call for a certified, independent audit to be performed, at the Contractor's expense, by a mutually agreed upon auditor.

17. Independent Contractor. Contractor is an independent contractor and is free to provide goods or perform services for other clients. Neither Contractor nor any agent or employee of Contractor shall be deemed an agent or employee of the County for any purpose. AS AN INDEPENDENT CONTRACTOR, CONTRACTOR IS NOT ENTITLED TO UNEMPLOYMENT INSURANCE OR WORKERS COMPENSATION BENEFITS THROUGH THE COUNTY AND IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON ANY MONIES EARNED PURSUANT TO THIS CONTRACTUAL RELATIONSHIP. Contractor shall have no authority, express or implied, to bind the BOCC to any contract, liability, or understanding except as expressly stated herein.

18. Sole Proprietor. If Contractor is a sole proprietor, by executing this Contract Contractor hereby swears or affirms under penalty of perjury under the laws of the State of Colorado that Contractor is a United States citizen, a permanent resident of the United States, or is lawfully present in the United States pursuant to federal law and agrees to provide proof of lawful presence in the United States with valid identification as defined in C.R.S. § 24-76.5-103(4)(a) prior to starting work for the BOCC. Contractor further acknowledges that making a false, fictitious, or fraudulent sworn statement is punishable as perjury in the second degree under C.R.S. § 18-8-503.

19. No Conflict of Interest. Contractor represents that it is not aware of any transaction, activity, or conduct that would affect the judgment, actions or work of the Contractor by placing the Contractor's own interests, or the interests of any party with whom the Contractor has a contractual arrangement, in conflict with those of the County and agrees that no official, officer or employee of the County has any personal or beneficial interest whatsoever in the services provided by this Contract. Contractor also agrees not to hire, pay or contract for the services of any official, officer or employee of the County during the term of this Contract.

20. No Assignment and No Third-Party Beneficiaries. Contractor shall not assign any rights, delegate any duties, or subcontract any part of the performance required by this Contract without the express written consent of the County. Enforcement of the terms and conditions of this Contract and all rights of action relating thereto are strictly reserved to the County and the Contractor and nothing contained in this Contract shall give or allow any such right of action to any third party.

21. Indemnification. The County cannot and does not agree to indemnify, hold harmless, exonerate or assume the defense of Contractor or any other person or entity for any purpose. Contractor shall defend, indemnify and hold harmless the County, its commissioners, officials, officers, directors, agents, and employees from all claims, demands, suits, actions or proceedings, including workers' compensation claims, in any way resulting from or arising from this Contract, including those for professional negligence, except for those damages resulting from the sole negligence of the County's commissioners, officials, officers, directors, agents and employees.

22. No Waiver of Governmental Immunity. The parties acknowledge that the County, its commissioners, officials, officers, directors, agents and employees are relying upon and do not waive the immunities and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*

23. Termination.

- a. Termination Prior to Shipment. The BOCC may cancel this Contract by written or oral notice to Contractor prior to any shipment of goods.
- b. Termination Prior to Performance. If the Contractor is providing services as part of its obligations under this Contract, the BOCC may cancel this Contract by written or oral notice to the Contractor prior to commencement of any work.
- c. Termination for Cause. (i) If Contractor refuses or fails to timely and properly perform any of its obligations under this Contract with such diligence as will ensure its completion within the promised timeframe, the BOCC may notify Contractor, in writing, of non-performance and, if not corrected within the time specified in the notice, terminate Contractor's right to proceed with performance or such part thereof as to which there has been delay or a failure. Contractor shall continue performance of this Contract to the extent not terminated and be liable for excess costs incurred by the BOCC to procure similar goods or services from another source. Payment for completed services performed and accepted shall be at the price set forth in this Contract. The BOCC shall not be responsible for payment for any services terminated under this provision. (ii) The BOCC may withhold amounts due to Contractor as the BOCC deems necessary to reimburse the BOCC for excess costs and damages incurred in completing or procuring similar goods and services. (iii) If, after rejection, revocation, or other termination of Contractor's right to perform, the BOCC determines that Contractor was not in default or the delay was excusable, the rights and obligations of the BOCC and Contractor shall be the same as if the notice of termination had been issued pursuant to ¶23(d) below.
- d. Termination in Public Interest. The BOCC, through the County Representative, is entering into this Contract for the purpose of carrying out the public policy of the BOCC. If this Contract ceases to further such public policy, the BOCC, in its sole discretion, may terminate this Contract in whole or in part and such termination shall not be deemed to be a breach of BOCC's obligations hereunder. This section shall not apply to a termination for Contractor's breach, which shall be governed by sections set forth above. The BOCC shall give written notice of termination to Contractor specifying the part of the Contract terminated and when termination becomes effective. Upon receipt of notice of termination, Contractor shall not incur further obligations except as necessary to mitigate costs of performance. For services or specially manufactured goods, the

BOCC shall pay (i) reasonable settlement expenses; (ii) the Contract price or rate for supplies and services delivered and accepted; (iii) reasonable costs of performance on unanticipated supplies and services; and (iv) reasonable costs incurred in preparation for delivery of the undelivered goods. For existing goods, the BOCC shall pay (v) reasonable settlement expenses; (vi) the Contract price for goods delivered and accepted; and (vii) reasonable costs incurred in preparation for delivery of the undelivered goods.

24. Compliance with Laws and Regulations. Contractor agrees that all work performed under this Contract shall comply with all applicable laws, rules, regulations and codes of the United States and the State of Colorado.

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

To the County: Wyatt Keesbery, R&B Director  
0298 County Road 333A  
Rifle, CO 81650

AND Procurement and Contracts Director  
810 Pitkin Avenue  
Glenwood Springs, CO 81601  
970-384-5018

To the Contractor: Terry Grandorff  
33 Marand Road  
Glenwood Springs, CO 81601

26. Contract Integration and Interpretation. This Contract represents the entire agreement between the parties and supersedes all prior negotiations and representations, whether written or oral. This Contract and any attachments referenced constitute the entire agreement between the parties. The headings contained in this Contract are for reference and convenience only.

27. Fund Availability and Annual Appropriation. If this Contract is funded in whole or in part with state and/or federal funds, it is subject to and contingent upon the continuing availability of those funds for the purposes hereof. Financial obligations of the BOCC, payable after the current fiscal year, are contingent not only upon a mutual agreement to renew this Contract as stated in ¶2 but also the budgeting, appropriation and other acts as necessary to make funds available for such renewal. The BOCC represents that it has properly budgeted and appropriated sufficient funds for the performance anticipated during the initial term of this Contract. To the extent this Contract requires performance or actions by the BOCC subsequent to the initial term, such performance or actions are specifically contingent on appropriation of funds to support those activities. If the subject of this Contract is for the design or construction of a public works project, as contemplated by C.R.S. §24-91-103.6, as amended, this section shall

constitute notice of phased construction with initial appropriation for the current fiscal and calendar year. The BOCC may consider subsequent appropriations necessary for performance by the Contractor in any following calendar and fiscal years if the BOCC desires such performance.

28. Modifications. This Contract may not be modified, amended or otherwise altered, unless mutually agreed upon in a writing executed by both parties.

29. Choice of Law. This Contract shall be governed by the law of the State of Colorado. Venue for all actions relating to the Contract shall lie in the District Court for Garfield County, State of Colorado.

30. Counterparts and Electronic Signatures. This Contract may be executed in counterparts, each of which shall be deemed an original. Electronic signatures of, or on behalf of, the BOCC or the Contractor on this Contract and any modifications thereof shall be effective for all purposes.

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

IN WITNESS WHEREOF, the parties have caused this Contract to be executed and effective as set forth above.

**BOARD OF COUNTY COMMISSIONERS  
GARFIELD COUNTY, COLORADO**

**CONTRACTOR:  
Dodson Engineered Products, Inc.**

By: Jamaica Watts  
Authorized County Representative  
Name: Jamaica Watts  
Title: Procurement and Contracts Director  
Date: February 24, 2022

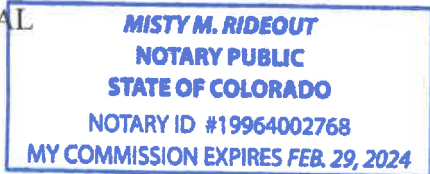
By: Terry Grandorff  
Authorized Representative  
Name: Terry Grandorff  
Title: Operations Manager  
Date: 2/22/2022  
Address: 33 Marand Road  
P.O. Box 248  
Glenwood Spgs. Co 81601

STATE OF COLORADO )  
 ) ss.  
COUNTY OF GARFIELD )

On this day, Terry Grandorff appeared before me and averred that he/she has read the foregoing Contract, is an Authorized Representative of Contractor and is duly authorized to execute this Contract on Contractor's behalf.

Subscribed and sworn to before me this 22nd day of February, 2022.  
My commission expires on: 2-29-2024.

SEAL



Misty M Rideout

Notary Public

Attachments:

A – Scope of Work (Required)

B –Contractor’s Additional Terms (Optional)



Attachment A

Scope of Work



## **Attachment A**

### **Scope of Work**

#### **As Needed Culverts IFB-GC-RB-04-22**

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 supply and deliver as needed culvert materials in 2022.

#### **Scope of Work**

Garfield County will be requiring varying diameter of culvert material delivered on an as needed basis. All culverts must be corrugated metal delivered in 20ft. lengths, and both huffer and dimple bands may be requested. Culverts must meet or exceed industry standards. No installation will be required.

#### **Delivery Requirements**

Culvert materials must be delivered to the following location:

**Garfield County Road & Bridge Department  
District 2-3 Facility  
0298 County Road 333A  
Rifle, CO 81650**

#### **Minimum Order**

Orders will be placed on an as needed basis throughout the year based on in stock quantities. Garfield County shall not be bound by any minimum order quantities.

#### **Restocking Fee**

Garfield County will not be required to pay any restocking fees on returned materials as long as materials are in “like-new” and sellable condition.

#### **Warranties**

Garfield County must receive full manufacturer’s warranties on all materials ordered. Vendor will be responsible for replacing defective materials at no charge to the County.

#### **Prior Usage**

Below is a summary estimate of sizes and quantities used in 2021 by Garfield County:

- 12” – 40ft
- 15” – 740ft
- 18” – 500ft

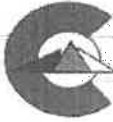


- 24" – 100ft
- 36" – 120ft
- 48"–100ft

We are expecting usage for 2022 to be similar, but no minimum quantities are guaranteed.

Attachment B

Contractor's agreed upon Additional Terms



Attachment B

Bid Schedule

As Needed Culverts  
IFB-GC-RB-04-22

12" Culvert: \$ 30.65 per ft. \$ 613.00 per 20ft. piece  
Hugger Bands \$ 65.90 Dimple Bands \$ 65.90

15" Culvert: \$ 36.75 per ft. \$ 735.00 per 20ft. piece  
Hugger Bands \$ 79.00 Dimple Bands \$ 79.00

18" Culvert: \$ 45.00 per ft. \$ 900.00 per 20ft. piece  
Hugger Bands \$ 97.00 Dimple Bands \$ 97.00

24" Culvert: \$ 58.20 per ft. \$ 1164.00 per 20ft. piece  
Hugger Bands \$ 125.20 Dimple Bands \$ 125.20

36" Culvert: \$ 88.70 per ft. \$ 1774.00 per 20ft. piece  
Hugger Bands \$ 191.00 Dimple Bands \$ 191.00

48" Culvert: \$ 116.25 per ft. \$ 2325.00 per 20ft. piece  
Hugger Bands \$ 250.30 Dimple Bands \$ 250.30

Garfield County will not pay any separate shipping or delivery charges. All prices as stated above must include the total cost of supply and delivery for culverts and bands to the Garfield County Road and Bridge Department in Rifle.

Acknowledgement of Addendum(s) # 0



By signing below, the undersigned affirmatively states that it has read and fully understands the requirements of IFB-GC-RB-04-22 and all addendum and attachments thereto and has familiarized itself with the requirements of that IFB. The undersigned submits the following bid to supply and deliver as needed culvert materials to the Garfield County Road and Bridge Department at the prices quotes herein.

<u>Dodson Engineered Products Inc</u> Firm Submitting Bid	<u>33 Marand Road</u> Address
<u>Terry Grandstaff Operations Manager</u> Printed Name and Title of Signer	<u>Glenwood Springs, Co 81601</u> City State Zip
<u>Terry Grandstaff</u> Authorized Signature	<u>970-945-2233</u> Telephone Number
<u>2/10/2022</u> Date	<u>970-945-2309</u> Fax Number
<u>terry@dodsonpipe.com</u> Email Address	



**Attachment C**

**Statement of Qualifications**

**As Needed Culverts  
IFB-GC-RB-04-22**

**COMPANY INFORMATION**

Legal Name of Company: Dodson Engineered Products Inc.  
Trade Name, if any, of Company: \_\_\_\_\_  
Street Address: 33 Marant Road  
City, State & Zip Code: Glenwood Springs, Co 81601  
Principal Owner/Officer Name: Terry Grandt Terry Grandt  
Title: Operations Manager  
Federal Employer Identification Number: 84 063 1994  
Telephone Number: 970-945-2233  
Facsimile Number: 970-945-2300  
Company E-mail Address: Sales @ Dodson pipe . com  
Contact: Terry Grandt  
Contact E-mail Address: terryg @ dodsonpipe . com



### COMPANY HISTORY

If a Colorado corporation or limited liability company, is the company in "good standing" with the Colorado Secretary of State?  yes  no

If a foreign corporation or limited liability company, is the foreign corporation or limited liability company registered to do business in Colorado and in "good standing" with the Colorado Secretary of State?  yes  no

How long has the company been in business in Colorado? 49 years.

How long has the company been in business in Garfield County? 49 years.

Has the company, or any officer or director acting in an official capacity, ever been successfully sued?  yes  no

If yes, complete the chart below, and any additional pages if necessary:

<u>Court</u>	<u>Case Number</u>	<u>Year</u>	<u>Judgment</u>	<u>Amount</u>

Has the company, or any of its officers or directors, ever been disbarred, suspended, or disqualified from any public procurement?  yes  no.

If yes, complete the chart below, and any additional pages if necessary:

<u>Agency</u>	<u>Agency Number</u>	<u>Year</u>	<u>Length of Disqualification</u>

Has the company, or any of its officers or directors, ever been involved in a voluntary or involuntary bankruptcy proceeding?  yes  no

If yes, complete the chart below, and any additional pages if necessary:

<u>Court</u>	<u>Case Number</u>	<u>Year</u>	<u>Judgment</u>	<u>Amount</u>





### CERTIFICATION

The undersigned, as an authorized officer/owner of the company, states that the undersigned has actual authority to sign this Statement of Qualifications; and, to the best of my knowledge, information, and belief, the information submitted in this Statement of Qualifications is true and accurate as of the date of this Statement of Qualifications is submitted.

By: Dodson Engineered Products Inc  
Signature: Mary E. Williams  
Printed Name: Mary E. Williams  
Legal Title: President



**Attachment D**

**Certification Regarding Workers Without Authorization**

**As Needed Culverts  
IFB-GC-RB-04-22**

The Contractor, whose name and signature appears below, certifies and agrees as follows:

1. The Contractor shall comply with the provisions of C.R.S. 8-17.5-101 *et seq.* The Contractor shall not knowingly employ or contract with a worker without authorization to perform work for the Board of County Commissioners of Garfield County, Colorado (“BOCC”) or enter into a contract with a subcontractor that knowingly employs or contracts with a worker without authorization.

2. The Contractor represents, warrants, and agrees that it has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this public contract for services through participation in either the E-Verify Program or the Department Program and otherwise shall comply with the requirements of C.R.S. 8-17.5-102(2)(b).

3. The Contractor shall comply with all reasonable requests made in the course of an investigation under C.R.S. 8-17.5-102 by the Colorado Department of Labor and Employment. If the Contractor fails to comply with any requirement of this provision or C.R.S. 8-17.5-101 *et seq.*, the BOCC may terminate work for breach and the Contractor shall be liable for actual and consequential damages to the State.

4. If the Contractor is a sole proprietor, the undersigned hereby affirms under penalty of perjury under the laws of the State of Colorado that (check one):

I am a United States citizen, or

I am a Permanent Resident of the United States, or

I am lawfully present in the United States pursuant to Federal law.

I understand that this statement is required by law because I am entering into a contract to perform work for the BOCC. I understand that state law requires me to provide proof that I am lawfully present in the United States prior to starting work for the BOCC. I further acknowledge that I will comply with the requirements of C.R.S. 24-76.5-101 *et seq.* and will produce the required form of identification prior to starting work.



5. I acknowledge that making a false, fictitious, or fraudulent statement or representation in this certification is punishable under the criminal laws of Colorado as perjury in the second degree under C.R.S. 18-8-503.

CERTIFIED and AGREED to this 10 day of February, 2022

CONTRACTOR:

Dodson Engineered Products Inc.  
(Contractor Full Legal Name)

By: [Signature]  
Signature of Authorized Rep

Operations Manager  
Title



**Attachment E**

**Non-Collusion Affidavit**

**As Needed Culverts  
IFB-GC-RB-04-22**

I hereby attest that I am the person responsible for the final decision as to the price(s) and amount of my firm's bid for this project, or the person with this responsibility has given me written authorization, attached hereto, to make the following statements on his/her behalf and on behalf of my firm:

I further attest that:

1. In arriving at the price(s) and amount of my firm's bid, my firm and I acted independently and did not engage in any consultation, communication or agreement having the purpose or effect of restricting competition in the bidding for this project.

2A. My firm and I have not disclosed any price(s) or amount(s) of my firm's bid to any other prime bidder or potential prime bidder, and my firm and I will not make any such disclosure prior to the bid opening.

2B. No other prime bidder or potential prime bidder has disclosed any price(s) or amount(s) of its bid to my firm or me.

3A. My firm and I have not attempted and will not attempt to solicit, cause or induce any other prime bidder or potential prime bidder to refrain from bidding for this project, to bid higher than my firm's bid, to bid lower than my firm's bid, or to submit any high, low or other form of a noncompetitive or complementary bid for this project.

3B. No prime bidder or potential prime bidder has solicited my firm or me to refrain from bidding for this project. No prime bidder or potential prime bidder has solicited my firm or me to bid higher than another prime bid, to bid lower than another prime bid, or to submit any high, low or other form of a noncompetitive or complementary bid for this project.

4. My firm and I have not reached any understanding, made any agreement, or engaged in any consultation, communication or discussion concerning my firm's bidding higher than another prime bid, my firm's bidding lower than another prime bid, or my firm submitting any high, low, or other form of a noncompetitive or complementary bid for this project. My firm and I are submitting my firm's bid in good faith and not pursuant to any such understanding, agreement, consultation, communication or discussion.

5. My firm has not afforded to award a subcontract, has not offered to award any other agreement pertaining to the purchase or sale of services or materials, and has not offered to pay money or anything else of value in consideration of a promise from another prime bidder or potential prime bidder to refrain from bidding, to bid higher than my firm, to bid lower than my



firm, or to submit any high, low or other form of a noncompetitive or complementary bid for this project.

6. No prime bidder or potential prime bidder has offered to award my firm a subcontract, to award my firm any other agreement pertaining to the purchase or sale of services or materials, or to pay my firm money or anything else of value in consideration of a promise from my firm to refrain from bidding, to bid higher than another prime bid, to bid lower than another prime bid, or to submit any high, low or other form of a noncompetitive or complementary bid for this project.

7. I have made a diligent inquiry of all the members, officers, employees and agents of my firm with responsibilities relating to the preparation, approval or submission of my firm's bid for this project. I have been advised by each of them that he/she has not engaged in any communication, meeting, discussion, agreement, understanding 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 Garfield County, of the true facts relating to the submission of bids for this project.

**I DECLARE UNDER PENALTY OF PERJURY THAT THE FOREGOING STATEMENTS AND ATTESTATIONS ARE TRUE, ACCURATE AND COMPLETE.**

Dodson Engineered Products Inc  
(Please Type Contractor's Firm or Company Name)

DATE: 2/10/2022

By: Terry Grandstaff  
Name: Terry Grandstaff  
Title: Operations Manager

\_\_\_\_\_  
(Please type name of 2nd Contractor's Firm or Company Name, if Joint Venture)

DATE: 2/10/2022

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

SUBSCRIBED AND SWORN TO before me in the County of Garfield, State of Colorado, this 10<sup>th</sup> day of February, 2022.

My commission expires on: 2-29-2024

Misty M Rideout  
Notary Public

Note: This document must be signed in ink.

**MISTY M. RIDEOUT**  
**NOTARY PUBLIC**  
**STATE OF COLORADO**  
NOTARY ID #19964002768  
MY COMMISSION EXPIRES FEB. 29, 2024



**INVITATION FOR BIDS  
IFB-GC-RB-04-22**

**As Needed Culverts**

**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 provide As Needed Culverts to the Garfield County Road and Bridge Department.**

**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 is **February 22, 2022** through **December 31, 2022**. Unless otherwise limited by an applicable statutory provision (e.g., §30-11-111, C.R.S., as amended), any Purchase Order or Contract awarded as a result of this IFB may be renewed at the option of the parties for two additional terms of one (1) year each.

**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 in ink by the individual who will also sign the Contract. If a “Bid Schedule” is part of the Bid package, then it must be completed in ink and signed by the individual who will sign the Contract. If a “Delivery Schedule” or “Work Schedule” is included as part of the Bid package, then it must also be completed in ink and be signed by the individual who will sign the Contract 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. Bids must be enclosed in a sealed envelope marked **“As Needed Culverts, IFB-GC-RB-04-22”**.

**E. DELIVERY OF BIDS.** Garfield County will only accept electronic bid submissions during the COVID-19 crisis. All bids must be submitted via the Rocky Mountain E-Purchasing System (RMEPS) at [www.bidnetdirect.com/colorado](http://www.bidnetdirect.com/colorado). It is the responsibility of the vendor to ensure that electronic bids are submitted prior to bid 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. Electronic bids shall be uploaded as a single PDF file.

**F. OPENING OF BIDS.** Bids will not be publicly opened during the COVID-19 crisis, but will be electronically opened after the bid closing time of **3:00 P.M. on Thursday, February 10, 2022** 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 by appointment only

**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 not later than 10 day prior to the due date for bids.**

**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) calendar 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 or 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 Friday, January 28, 2022**. 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 RFP, 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. CERTIFICATION REGARDING WORKERS WITHOUT AUTHORIZATION.**

In accordance with §8-17.5-101 *et seq.* and §24-76.5-101 *et seq.*, C.R.S. as amended, each bidder must sign and return the attached “Certification Regarding Workers Without Authorization”. This Certification **must** be signed by the same individual who signs the Bid. Garfield County shall deem any Bid that does not include a properly executed Certification Regarding Workers Without Authorization as non-responsive.

**B. AFFIDAVIT REGARDING NON-COLLUSION.** Each bidder must sign and return the attached “Non-Collusion Affidavit”. This Affidavit **must** be signed by the same individual who signs the Bid. 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.

**C. 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.

**D. 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.



**E. 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.

**F. 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.

**G. WORKERS WITHOUT AUTHORIZATION – PUBLIC CONTRACT FOR SERVICES.**

1. Each bidder shall execute the certification attached hereto as **Attachment D**, in conformance with the provisions of §8-17.5-102(1) and §24-76.5-101, C.R.S., as amended.

2. Each bidder shall not knowingly employ or contract with a worker without authorization to perform work under this public contract for services; or enter into a contract with a subcontractor that fails to certify that the subcontractor shall not knowingly employ or contract with a worker without authorization who will perform work under this public contract for services.

3. Each bidder shall confirm the employment eligibility of all employees who are newly hired for employment to perform work under this public contract for services through participation in either the E-Verify Program or the Department Program.

4. Each bidder shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this public contract for services is being performed.

5. If a bidder obtains actual knowledge that a subcontractor performing work under this public contract for services knowingly employs or contracts with a worker without authorization, the Contractor shall:

(1) Notify the subcontractor and the BOCC within three days that the bidder has actual knowledge that the subcontractor is employing or contracting with a worker without authorization; and

(2) Terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to subparagraph (1), above, the subcontractor does not stop employing or contracting with the worker without authorization; except that the bidder shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with a worker without authorization.

6. Each bidder shall comply with any reasonable request by the Department of Labor and Employment made in the course of an investigation that the Department is undertaking pursuant to its authority.

7. Notwithstanding any other provision of this public contract for services, if a bidder violates any provision of this paragraph, the BOCC may terminate this public contract for services and that bidder shall be liable for all actual and consequential damages resulting from that termination.



8. Except where exempted by federal law and except as provided in §24-76.5-103(3), C.R.S., as amended, any bidder receiving Garfield County funds under this public contract for services must confirm that any individual natural person eighteen (18) years of age or older is lawfully present in the United States pursuant to §24-76.5-103(4), C.R.S., as amended, if such individual applies for public benefits provided under this public contract for services. If a bidder has verified that the County has accomplished such confirmation prior to the effective date of this public contract for services, the bidder is relieved of responsibility under this paragraph.

**H. INSURANCE.** The following provisions shall apply to each bidder who submits a Proposal 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

**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 canceled 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 Office of Contract Administration, 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.

**I. 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.

**J. TERMINATION DUE TO LACK OF FUNDS.** Garfield County may terminate any contract that results from this RFP, 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.

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

**A. SUBMISSION OF WRITTEN QUESTIONS.** Written questions regarding the IFB or its attachments may be submitted to the **Garfield County Procurement Department, 810 Pitkin Avenue, Glenwood Springs, CO 81601** through **3:00 P.M. on Friday, January 28, 2022.** Questions submitted by e-mail should be sent to: Scott Henriksen at [shenriksen@garfield-county.com](mailto:shenriksen@garfield-county.com). The facsimile number for the Procurement Department is 970-384-5008. Questions received after this date and time may not receive a response.

**Bidders are instructed not to contact any other County Department staff member with questions or for information regarding this solicitation.**

**SECTION 5.  
ATTACHMENTS**

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

ATTACHMENT A	SCOPE OF WORK
ATTACHMENT B	BID SCHEDULE
ATTACHMENT C	STATEMENT OF QUALIFICATIONS
ATTACHMENT D	CERTIFICATION OF WORKERS WITHOUT AUTHORIZATION
ATTACHMENT E	NON COLLUSION AFFIDAVIT
ATTACHMENT F	SAMPLE STANDARD GOODS CONTRACT

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



DODSENG-02

MSHUE

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
2/22/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER GIA Group, LLC 1605 Grand Avenue Suite K Glenwood Springs, CO 81601	CONTACT NAME:		
	PHONE (A/C, No, Ext): (970) 945-9161	FAX (A/C, No): (970) 945-6027	
	E-MAIL ADDRESS:		
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED  Dodson Engineered Products, Inc. P.O. Box 248 Glenwood Springs, CO 81602	INSURER A : <b>United Fire &amp; Casualty</b>		
	INSURER B : <b>Pinnacol Assurance</b>		41190
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A X	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			60401491	3/1/2021	3/1/2022	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A X	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			60401491	3/1/2021	3/1/2022	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A X	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$			60401491	3/1/2021	3/1/2022	EACH OCCURRENCE	\$ 2,000,000
							AGGREGATE	\$ 2,000,000
								\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	4219641	10/1/2021	10/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	\$ 100,000
							E.L. DISEASE - EA EMPLOYEE	\$ 100,000
							E.L. DISEASE - POLICY LIMIT	\$ 500,000
A	Employment Practices			60401491	3/1/2021	3/1/2022		500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER**                      **CANCELLATION**

Garfield County Government 108 8th St., Ste. 200 Glenwood Springs, CO 81601	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Diane R. Avery</i>





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
2/22/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> <b>GIA Group, LLC</b> 1605 Grand Avenue Suite K Glenwood Springs, CO 81601	<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b> (970) 945-9161	<b>FAX (A/C, No):</b> (970) 945-6027	
	<b>E-MAIL ADDRESS:</b>  		
<b>INSURED</b>  <b>Dodson Engineered Products, Inc.</b> P.O. Box 248 Glenwood Springs, CO 81602	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A : United Fire &amp; Casualty</b>		
	<b>INSURER B : Pinnacol Assurance</b>		<b>41190</b>
	<b>INSURER C :</b>		
	<b>INSURER D :</b>		
	<b>INSURER E :</b>		

**COVERAGES** CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A X	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		60401491	3/1/2022	4/1/2022	EACH OCCURRENCE \$ <b>1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>100,000</b> MED EXP (Any one person) \$ <b>5,000</b> PERSONAL & ADV INJURY \$ <b>1,000,000</b> GENERAL AGGREGATE \$ <b>2,000,000</b> PRODUCTS - COMP/OP AGG \$ <b>2,000,000</b>
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		60401491	3/1/2022	4/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b> BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A X	<b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		60401491	3/1/2022	4/1/2022	EACH OCCURRENCE \$ <b>2,000,000</b> AGGREGATE \$ <b>2,000,000</b> <b>Pers &amp; Adv Inj</b> \$ <b>2,000,000</b>
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input checked="" type="checkbox"/> N N/A		4219641	10/1/2021	10/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ <b>100,000</b> E.L. DISEASE - EA EMPLOYEE \$ <b>100,000</b> E.L. DISEASE - POLICY LIMIT \$ <b>500,000</b>
A	<b>Employment Practices</b>		60401491	3/1/2022	4/1/2022	\$ <b>500,000</b>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

<b>CERTIFICATE HOLDER</b>  Garfield County Government 108 8th St., Ste. 200 Glenwood Springs, CO 81601	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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