



**REQUEST FOR PROPOSALS  
RFP-GC-FG-01-19**

**New Equipment Building**

**In accordance with Article 5.3 of the Garfield County Procurement Code (“GCPC”), Garfield County is soliciting competitive sealed Proposals from qualified individuals or companies to provide a New Equipment Building for the Garfield County Fairgrounds located in Rifle, CO.**

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**SECTION 1  
INTRODUCTION AND INSTRUCTIONS TO OFFERORS**

**A. DOCUMENTS.** READ THIS REQUEST FOR PROPOSALS (“RFP”) AND ALL ATTACHMENTS TO THIS RFP TOGETHER IN ORDER TO UNDERSTAND YOUR RIGHTS, DUTIES AND OBLIGATIONS UNDER THIS RFP.

**B. TERM OF CONTRACT.** It is intended that this RFP will result in the award of a contract. The proposed initial term of that contract is **June 10, 2019** through **December 31, 2019**. Unless otherwise limited by an applicable statutory provision (e.g., §30-11-109, C.R.S., as amended), or the specific terms of the Scope of Work or Services any Purchase Order or Contract awarded as a result of this RFP may be renewed at the option of the parties for two additional terms of one (1) year each.

**C. QUALIFICATION OF OFFERORS.** Each offeror must have been primarily engaged in a business that delivers goods or provides services similar to those requested in this RFP for at least 24 months prior to the date this RFP is issued. Each Proposal must establish that the offeror is “responsible” and the Proposal is “responsive” to the terms and conditions of this RFP. As defined in the GCPC, “responsible” are: “. . . potential vendors who have submitted bids or proposals and who have the capability to fully perform all contract requirements as well as the experience, integrity, reliability, capacity, facilities, equipment and credit assuring good faith performance. Past performance, financial capabilities, and business management may be included as criteria for determination of a bidder’s ability to satisfy contract requirements.”, and “non-responsive” is to mean a Proposal that does not conform in all material respects to the requirements set forth in the IFB or RFP.

**D. PRINTED FORM OF PROPOSALS.** All Proposals must state the proposed amount for the delivery of the requested services both in words and figures, and be signed in ink by an individual who has actual authority to sign the Contract. If a “Price Schedule” is submitted as part of a Proposal, then it must be signed by an individual who has actual authority to sign the Contract. If a “Delivery Schedule” or “Work Schedule” is submitted as part of a Proposal, then it must also be signed by an individual who has actual authority to sign the Contract. A “Delivery Schedule” or “Work Schedule” must also state the delivery date for all goods or the commencement date for all services that are the subject of this RFP. The Delivery Schedule or Work Schedule must conform to the commencement and completion dates of the Contract. If vendors wish to submit a physical proposal, the proposal must be enclosed in a sealed envelope marked “**New Equipment Building, RFP-GC-FG-01-19**”.

**E. DELIVERY OF PROPOSALS.** Garfield County will accept either physical or electronic proposal submissions.

1. For physical proposal submissions, it is the responsibility of each proposer to ensure that an original and three (3) copies and a digital version of its Proposal is received at the designated location at or before the closing time for the receipt of proposals in response to this RFP. Any proposals received after the scheduled closing time will not be accepted or considered for a contract award and will be returned unopened to the proposer. Proposals shall be delivered to the **Garfield**



**County Procurement Department, 810 Pitkin Avenue, Glenwood Springs, Colorado 81601.**

Garfield County, Colorado is a mountainous county. Therefore, if verifiable inclement weather or road conditions renders delivery unsafe or impractical, then a proposal may be submitted by electronic mail. However, an original copy of that proposal must still be submitted to, and received by, the Procurement Department within forty-eight (48) hours of the original closing time for this RFP, weekends and legal holidays excepted. Faxed proposals will not be accepted.

2. For electronic proposal submissions, all proposals 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 proposals are submitted prior to proposal 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 proposals shall be uploaded as a single PDF file.

**F. OPENING OF PROPOSALS.** In accordance with Rule 5.3, GCPC, Proposals will be publicly opened at **3:00 P.M., on Thursday, May 23, 2019** in the presence of one or more witnesses in the **Garfield County Procurement Department, located at 810 Pitkin Avenue, Glenwood Springs, Colorado 81601.** The name of each offeror, and other relevant information, as deemed appropriate by the Procurement Department, shall be recorded at the proposal opening. In accordance with Rule 5.3, GCPC, the each timely submitted Proposal that was received and opened in response to this RFP are not public records as contemplated by §24-72-201, *et seq.* C.R.S., as amended, and shall not be available for public inspection until a contract award is made.

**G. ACCEPTANCE OF PROPOSALS.** Pursuant to Rule 5.3, GCPC, all Proposal information is subject to analysis, legal review, and other required approvals prior to the award of any contract. Therefore, all timely received Proposals shall be unconditionally accepted without alteration or correction, except as may otherwise be authorized by applicable provisions of the GCPC. An offeror may not alter or change any price or other information in a Proposal 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 PROPOSALS.** In accordance with Rule 5.3 Paragraph 10, GCPC, Proposals shall be evaluated based on the requirements set forth in this RFP, which may include, but is not necessarily limited to, 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 an offeror to: clarify any patent or latent ambiguities in a Proposal; or, to clarify that an offeror clearly understands the requirements of this RFP and that a submitted Proposal conforms to the requirements of this RFP. Proposals may, but are not required to, be judged on the basis of: (a) the offeror's qualifications, (b) the total amount of the Proposal (including any unit prices set forth in that Proposal), (c) warranties, (d) experience, (e) past performance, (f) delivery times, dates, charges, and location, (g) any long-range cost(s), and, (h) any other information that may be requested in this RFP. If a conflict exists between unit prices and total prices in a Proposal, then unit prices shall govern. Garfield County may make such investigations, as it deems necessary, to determine the ability of any offeror to timely and satisfactorily perform the work described in this RFP. An offeror shall furnish to Garfield County all



information and data that it may request. Garfield County reserves the right to reject any Proposal if the information submitted by, or the investigation of, an offeror fails to satisfy Garfield County that an offeror is properly qualified to deliver the requested goods or, timely and satisfactorily complete the work described in this RFP within the budget provided by that offeror. Garfield County may reject any or all Proposals it receives for any bona fide reason, including but not limited to submitting a “conditional” or “qualified” Proposal. Garfield County specifically reserves the right to reject any Proposal that is not submitted by a responsible offeror and/or is not otherwise responsive to the terms and conditions of this RFP.

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

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

**K. ERRORS IN PROPOSALS.** Any error in a Proposal that is not withdrawn prior to the award of a contract shall not relieve the submitting offeror from any obligation to provide the goods or services to be acquired through this RFP at the prices stated in that Proposal.

**L. WITHDRAWAL OF PROPOSALS.** In accordance with Rule 5.3 Paragraph 7, GCPC, an offeror may request in writing to withdraw a Proposal it has submitted at any time prior to the date a contract award is made. If an offeror claims that it has made an error in its Proposal, then clear and convincing written proof of that error must be submitted to the PROCUREMENT DEPARTMENT before that Proposal may be withdrawn.

**M. REJECTION OF PROPOSALS OR CANCELLATION OF REQUEST FOR PROPOSALS.** Pursuant to Rule 5.3 Paragraph 8, GCPC, Garfield County reserves the right to reject, in whole or in part, any timely submitted Proposal that fails to comply with the material terms and conditions of this RFP; or, is otherwise not in the best interests of Garfield County or fair competition. Garfield County reserves the right to cancel this RFP, in whole or in part, at any time, if it is in the best interests of Garfield County or fair competition.

**N. RESIDENT PREFERENCE.** This acquisition is eligible under **Article 5.1 BID PREFERENCE – GARFIELD COUNTY RESIDENT BUSINESS.** A five percent (5%) scoring advantage during the establishment of any competitive range (Article 5.3 Paragraph 13) 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 days prior to the due date for bids.**

**O. DETERMINATION OF NON-RESPONSIBILITY.** As required by Article 5.3 Paragraph 11, GCPC, if an offeror who otherwise would have been awarded a contract is found to be “not



responsible” by the Chief Procurement Officer, 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 offeror. 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 5.13 Paragraph 15., 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 most responsive offeror whose Proposal is the best value (i.e., most advantageous) for Garfield County. If all Proposals timely submitted in response to this RFP exceed the amount of funds available to Garfield County, as certified by the Senior Finance Administrator, then the Procurement Department may negotiate an adjustment in the original scope of work and price with the lowest responsible and responsive offeror if time or economic considerations preclude re-solicitation.

**Q. PROTESTS.** In accordance with Article 7.6 Paragraph 4., GCPC, an aggrieved offeror may file a written protest of this solicitation or any resulting contract award with the Chief Procurement Officer, the County Manager, or the Board of County Commissioners within seven (7) calendar days of the date the aggrieved offeror 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 political subdivision of the State of Colorado.

## **SECTION 2 STANDARD TERMS OF THE RFP**

**A. SCOPE OF WORK.** The Scope of Work is attached hereto as **Attachment A**, is made a part hereof and is incorporated herein by this reference.

**B. EXAMINATION OF DOCUMENTS.** Each offeror should thoroughly examine, and be familiar with, the specifications and any Scope of Work attached to this RFP. The failure or omission of an offeror to receive or examine any addendum, blue print, document, drawing, form, instrument, plan, specification, statement of work, or any other document shall not relieve that offeror from any performance obligation contained in this RFP.

**C. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION.**

1. By submitting a Proposal, an offeror certifies and, in the case of a joint Proposal, each party thereto certifies as to its own organization, that in connection with this procurement:

a. the prices in the Proposal were arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other offeror or with any other competitor;

b. unless otherwise required by law, the prices which have been quoted in this



Proposal have not been knowingly disclosed by the offeror and will not be knowingly be disclosed by the offeror prior to award, either directly or indirectly, to any other offeror or to any other competitor; and

- c. no attempt has been made by the offeror to induce any other person or firm to submit, or not to submit, a Proposal for the purpose of restricting competition.
2. The person signing the cover page of a Proposal certifies that:
  - a. that person is responsible for that organization's decision as to the prices being offered in the Proposal and that he/she has not participated, and will not participate, in any action contrary to 1.a. through 1.c. above; or
  - b. that person is not responsible for that organization's decision as to the prices being offered in the Proposal but that the person has been authorized in writing to act as the agent with actual authority for the persons responsible for that decision, by certifying that such persons have not participated, and will not participate, in any action contrary to 1.a. through 1.c. above, and as the agent does hereby so certify; and that the agent has not participated, and will not participate, in any action contrary to A (1) through (3) above.
3. A Proposal may be deemed non-responsive and not considered for a contract award if 1.a., 1.c., or 2. above have been deleted or modified. If 1.b. has been deleted or modified, the Proposal may be deemed non-responsive and not considered for a contract award unless the offeror furnishes with its Proposal a signed statement that sets forth in detail the circumstances of the disclosure; and, the Procurement Department determines that such disclosure was not made for the purpose of restricting competition.

**D. QUESTIONS REGARDING THIS RFP.** Any questions about the terms and conditions of this RFP, or any addendum or attachment hereto, shall be submitted to the Procurement Department in writing by **5:00 P.M. on Friday, May 3, 2019.** Inquiries received after this date may not receive a response.

**E. INTERPRETATIONS AND ADDENDA.** If it becomes necessary to revise any part of this RFP, 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 RFP.

**F. REGISTRATION.** Offerors are requested to register with the Rocky Mountain E-Purchasing System (<http://www.bidnetdirect.com/colorado>) on or before the deadline to submit a Proposal in response to this RFP. Offeror registration status is based on an Offeror's Federal Employer Tax Identification Number ("FEIN"). A Proposal may be rejected by the Procurement Department if the offeror has not registered with the Rocky Mountain E-Purchasing System by the deadline to submit Proposals.

**G. PROPRIETARY OR CONFIDENTIAL INFORMATION.** All materials submitted in response to this RFP will become a public record and subject to inspection following final selection of an offeror and the award of a contract. Any offeror who requests that material be treated as "proprietary" or "confidential" must clearly identify that material and it must be easily separable from the rest of its Proposal. A written statement must be submitted with the Proposal





that clearly states the offeror's asserted justification(s) for the request. It is not acceptable to label an entire Proposal as "proprietary" or "confidential".

1. Request for Confidential/Proprietary Classification. Garfield County neither requests nor encourages the submission of "proprietary" or "confidential" information in response to this RFP. Information submitted will be open for public inspection upon completion of the RFP process and the award of a contract based on this RFP. If an offeror wants Garfield County to treat certain information as "proprietary" or "confidential", then that offeror shall submit a written statement, as part of its RFP package, to the Procurement Department.

The written statement must comply in all respects with the procedures listed below. Adherence to these procedures remains the SOLE RESPONSIBILITY of an offeror. The written request for classification of certain materials as either "proprietary" or "confidential" will be reviewed and either approved or denied by the Procurement Department. If denied, an offeror will have the opportunity to withdraw its entire Proposal, or to remove the "proprietary" or "confidential" materials from its Proposal.

2. Procedures for Submission of "Proprietary" Or "Confidential" Information

a. A written request for classification of certain materials as either "proprietary" or "confidential" shall be submitted by the offeror with its Proposal documents.

b. The written request will be enclosed in an envelope marked "REQUEST FOR PROPRIETARY/CONFIDENTIALITY CLASSIFICATION", and attached to the cover of the original Proposal with the offeror's original signature.

c. The written request must specifically state and identify by page number, what elements of the Proposal are to remain proprietary or confidential. The request must also identify the basis for the claim that the information is proprietary or confidential. If necessary, the offeror shall include a citation to any applicable federal or state statute the offeror believes grants the offeror the right to have such information classified as either proprietary or confidential.

d. Proprietary or Confidential information must be readily identified, marked, separated, and packaged from the rest of the Proposal. Co-mingling of proprietary or confidential information and other information is NOT acceptable.

e. The Procurement Department will make a written determination as to the apparent validity of any request by an offeror to classify certain information as either proprietary or confidential. This written determination will be sent to the offeror.

Proposals not following this procedure may be declared non-responsive by the Procurement Department and given no further consideration.

NEITHER COST NOR PRICING INFORMATION, NOR A TOTAL PROPOSAL WILL BE DEEMED "PROPRIETARY" OR "CONFIDENTIAL" BY THE PROCUREMENT DEPARTMENT.



**H. CONTRACT PRODUCTS - OWNERSHIP RIGHTS.** All products, written or otherwise, produced as a result of any contract awarded under this RFP shall be the sole property of the Garfield County unless otherwise agreed to in writing by the parties. Any exceptions must be outlined in detail. Unsupported exceptions to this requirement may serve as cause to reject a Proposal. Products shall include, but are not necessarily limited to: original materials, including any applications, data, data spreadsheets, designs, documents, electronically or magnetically recorded or stored media of any kind, drawings, hardware, licenses, maps, meeting minutes, notes, reports, software, specifications, or studies that are expressly developed or created by the successful offeror for Garfield County pursuant to this RFP and any resulting contract.

The purchase of licenses for use of an offeror's software shall not be interpreted to mean the purchase of the actual application or software. Ownership of the specific application and software selected under this RFP shall remain with the selected offeror. Unless expressly authorized in writing by Garfield County, the successful offeror shall not be allowed use of any materials furnished by, or produced for Garfield County for any purpose other than for the completion of the works described herein.

**I. ASSIGNMENT AND DELEGATION.** Except for the assignment of accounts receivable or antitrust claims, the successful offeror may not assign any right or delegate any duty without the prior express written consent of Garfield County.

**J. AUDITS.** Garfield County reserves the right to require the successful offeror to have an audit conducted of its program at least once every three (3) years. If the successful offeror has not had an audit conducted in the three years prior to the award of any contract hereunder, and Garfield County believes in good faith that one is required, then the successful offeror must begin an audit within six (6) months of the date a contract is awarded to that offeror. Garfield County reserves the right to approve the selected auditing firm. A complete copy of the audit must be provided to Garfield County within five (5) working days of its completion. Garfield County will negotiate directly with the successful offeror regarding any exceptions or findings from that audit.

**K. LEGISLATIVE CHANGES.** Garfield County reserves the right to amend any contract awarded pursuant to this RFP in response to any legislative changes which affect that contract.

**L. STANDARD CONTRACT.** This RFP may result in the award of a contract. In that event, Garfield County's Standard Design Build ("Agreement") will be used. That Agreement is attached to this RFP, made a part hereof, and incorporated herein by this reference. Additionally, this RFP and the winning Proposal will become attachments to that Agreement. If the selected offeror makes exception or requests changes to this RFP or the standard Agreement *after* the deadline to submit Proposals has passed, and that request results in protracted contract negotiations and probable delay in the commencement of work, then Garfield County reserves the right to cease contract negotiations and exercise its right to offer the contract to the next highest ranked offeror.





**M. USE OF THE TERMS “ATTACHMENT” AND “APPENDIX”**

For the convenience of prospective offerors and members of the evaluation committee, the term “**Attachment**” will be used exclusively for any Garfield County provided attachments, and the term “**Appendix**” will be used exclusively for any offeror submitted materials.

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

**O. EXCEPTIONS TO RFP.** EACH PROPOSAL SUBMITTED IN RESPONSE TO THIS RFP SHALL LIST ANY DEVIATION(S), EXCEPTION(S), OR VARIATION(S) TO OR FROM: THE TERMS AND CONDITIONS OF THIS RFP, THE TERMS AND CONDITIONS OF ANY ATTACHMENT(S) TO THIS RFP, THE TERMS AND CONDITIONS OF ANY ADDENDUM TO THIS RFP, AND, THE TERMS AND CONDITIONS OF THE PROPOSED CONTRACT. THE SECTION OF A PROPOSAL CONTAINING ANY SUCH DEVIATION(S), EXCEPTION(S), OR VARIATION(S) SHALL BE CLEARLY LABELED “EXCEPTIONS TO RFP”. THE FAILURE OF AN OFFEROR TO NOTE A DEVIATION, MAKE AN EXCEPTION, OR LIST A VARIATION TO THE TERMS AND CONDITIONS OF THIS RFP, ANY ATTACHMENT(S) OR ADDENDA TO THIS RFP, 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 3  
STANDARD REQUIREMENTS OF THE RFP**

**A. AFFIDAVIT REGARDING ILLEGAL ALIENS.** In accordance with §8-17.5-101 *et seq.* and §24-76.5-101 *et seq.* C.R.S., as amended, each offeror must sign and return the attached “Certification and Affidavit Regarding (the non-employment of) Illegal Aliens”. This Affidavit **must** be signed by the same individual who signs the Proposal. This Affidavit must be signed in front of a notary public. Garfield County may deem any Proposal that does not include a properly executed Certification and Affidavit Regarding Illegal Aliens as non-responsive.

1. Each offeror shall execute the certification attached hereto as **Attachment C** in conformance with the provisions of §8-17.5-102(1) and §24-76.5-101, C.R.S., as amended.
2. Each offeror shall not knowingly employ or contract with an illegal alien 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 an illegal alien who will perform work under this public contract for services.



3. Each offeror 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 offeror 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 an offeror obtains actual knowledge that a subcontractor performing work under this public contract for services knowingly employs or contracts with an illegal alien, the Contractor shall:

a. Notify the subcontractor and the BOCC within three days that the offeror has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

b. 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 illegal alien; except that the offeror 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 an illegal alien.

6. Each offeror 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 an offeror violates any provision of this paragraph, the BOCC may terminate this public contract for services and that offeror 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 offeror 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 an offeror has verified that the County has accomplished such confirmation prior to the effective date of this public contract for services, the offeror is relieved of responsibility under this paragraph.

**B. AFFIDAVIT REGARDING NON-COLLUSION.** Each offeror must sign and return the attached “Non-Collusion Affidavit”, attached hereto as **Attachment D**. This Affidavit must be signed by the same individual who signs the Proposal. This Affidavit must be signed in front of a notary public. Garfield County reserves the right to reject any Proposal if evidence of collusion exists between offerors. Pursuant to Rule 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 Proposals from any offeror determined to have engaged in collusive activities for a period of time not to exceed five (5) years. By submitting a Proposal in response to this RFP, each offeror 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 may deem any Proposal that does not include a properly executed Non-Collusion Affidavit as non-responsive.

**C. COMPLIANCE WITH APPLICABLE FEDERAL, STATE, COUNTY, AND MUNICIPAL LAWS.** All offerors must comply with all federal, state, county, and municipal laws applicable to this RFP, including but not limited to: health, labor, and licensing laws. The laws of the state of Colorado shall govern as to the effect, enforcement, interpretation, and validity of this RFP, its award, and any contract that results from this RFP. The exclusive venue for any action related to this RFP 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 RFP 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 RFP. 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 cause.

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

**F. SAFETY WARRANTY.** All offerors expressly warrant that all services that may be performed pursuant to this RFP 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. INSURANCE.** The following provisions shall apply to each offeror who submits a Proposal in response to this RFP. 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 offeror 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 an offeror from liabilities that might arise out of the performance of the work under any awarded purchase order or contract by that offeror, its agents, directors, employees, officers, representatives, or subcontractor(s) and the offeror is free to purchase additional insurance as it may deem necessary.

**Minimum Types and Limits of Insurance:** Each offeror 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 offeror].”

**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)**

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 offeror 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 offeror’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 offeror 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 Office of Contract Administration 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.

**H. 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.

**I. 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 PROPOSAL FORMAT**

**A. PROPOSAL.** A "Proposal" is a responsive, conforming, unconditional, complete, legible and properly executed offer from a qualified responsible party interested in providing the services outlined in this RFP. It shall be the sole responsibility of the offeror to ensure that its Proposal is in the proper form and in Garfield County's possession at the designated location on or before the scheduled time on the due date for receipt of Proposals. Proposals will not be returned unless the RFP is cancelled prior to the submittal due date. If this RFP is canceled, then Proposals will be returned unopened, or opened for identification purposes only. Any Proposal





received AFTER the submittal due date and time will be returned unopened, or opened only for identification purposes to return that Proposal to that offeror.

**B. PROPOSAL FORMAT.** Proposals shall be submitted on 8 ½ X 11-inch recycled paper, single spaced in no less than 12-point font. Each Proposal shall contain a table of contents to assist in the evaluation and review of that Proposal. Proposals should be thorough. However, Proposals should not contain redundant information. A Proposal may provide additional materials in appendices attached to that Proposal. Proposal sections should be tabbed, clearly identifiable, and contain the following Parts:

## **PART I – MAIN PROPOSAL DOCUMENT**

**1. Introductory Letter.** The Introductory letter shall be printed on the offeror’s letterhead and addressed to:

**Scott Henriksen**  
**Construction Contract Administrator**  
**Garfield County**  
**810 Pitkin Avenue**  
**Glenwood Springs, CO 81601**  
**Phone: (970) 945-1377 x.4019      Fax: (970) 384-5008**  
**[shenriksen@garfield-county.com](mailto:shenriksen@garfield-county.com)**

The Introductory Letter shall contain the following information: a. a listing of all firms involved in preparing and submitting the Proposal; b. a certification that the information and data submitted in the Proposal is true and complete to the best knowledge, information, and belief of the authorized signatory for that Proposal; c. the name, telephone number and e-mail address of a single contact person representing the offeror regarding the Proposal; d. the title, printed name and signature of the person authorized to commit the offeror for this procurement; e. an express statement by the offeror that it consents to the incorporation of its Proposal into any resulting contract; f. an express acknowledgement that the Proposal meets all terms and conditions detailed in this RFP; g. an express acknowledgement that the offeror has received and reviewed all addenda that may be issued as part of this RFP.

**2. Original Proposal.** A signed, original Proposal with a table of contents must be placed immediately behind the Introductory Letter.

**3. Appendices.** Supporting visuals, diagrams or other documentation or information must be appropriately referenced in the offeror’s Proposal and appear at the end of that Proposal. The last appendix may contain offeror provided information not contained in other sections of the Proposal.

**4. Affidavits, Certificate of Good Standing, Licenses, and Certificate of Insurance.** A signed Certification and Affidavit [Regarding the Non-Employment of] Illegal Aliens, a signed



Non-Collusion Affidavit, a “Certificate of Good Standing” from the Colorado Secretary of State’s office, if the offeror is a domestic or foreign corporation or limited liability company, current licenses for any professional(s) licensed by the state of Colorado who will perform work if a contract were awarded, and a current Certificate of Insurance (ACORD 25 or equivalent) shall be placed at the end of this Part.

## **PART II – COSTS AND PRICE**

Part II of the Proposal shall contain the cost and pricing information for that Proposal. In accordance with paragraphs C. and D. of Section 2 of this RFP, this Part of the Proposal shall include a complete description of all costs associated with the provision of the services described in this RFP.

### **SECTION 5 EVALUATION OF PROPOSALS**

**A. SELECTION COMMITTEE.** An evaluation of each timely submitted Proposal will be made by an appointed, impartial selection committee utilizing the evaluation criteria defined in this RFP. The objective of the selection committee is to select the Proposal that clearly demonstrates that the offeror is responsible and responsive to the terms and conditions of this RFP; and, is the “most advantageous”, i.e., “best value” to Garfield County taking into consideration experience, past performance, cost and price, and any other relevant evaluation factors. Numeric scoring of Proposals may be used in some aspects of the evaluation process to identify the strengths and weaknesses in a Proposal. During the evaluation phase, each selection committee member will independently review each Proposal and assign a score for each evaluation factor. The evaluation of each Proposal will be based upon a comparison between the information submitted by an offeror and the specific evaluation criteria outlined below. The selection committee will then meet to discuss the Proposals and select the Proposal which is the most advantageous to Garfield County. The selection committee may modify scores if necessary based on those discussions. The scores of each selection committee member will then be averaged for each Proposal. The final decision of the selection committee will be a business decision.

**B. EVALUATION CRITERIA.** In making its contract award recommendation to the Board of County Commissioners of Garfield County, Colorado, the selection committee will utilize various evaluation criteria. These evaluation criteria may, but are not required to include: delivery schedules, times, and locations, inspection, testing, quality, workmanship, functionality, suitability for a particular purpose, warranties, an offeror’s qualifications, experience, and past performance, as well as the total amount of the Proposal (including any unit prices in that Proposal), any long-range cost(s), and, any other information that may be requested in this RFP.

**C. PROPOSAL SCORING.** The factors listed below are designed to incorporate the specific evaluation criteria. Proposals should be submitted in the format requested in this RFP providing



sufficient detail to allow the selection committee to determine whether the submitted Proposal evidences: an understanding of Garfield County's needs, requirements and contract terms and conditions; an ability to meet Garfield County's needs; requirements, and contract terms and conditions; the experience and resources necessary to carry out the contracted work in a timely and satisfactory manner; and all costs that are reasonable and consistent with the offered services to meet Garfield County's needs and requirements.

## **PROPOSAL FORMAT AND CONTENT**

**The County discourages overly lengthy and costly proposals, however, in order for the County to evaluate proposals fairly and completely, proposers should follow the format set herein and provide all of the information requested.**

### **Introductory Letter – No Points:**

Proposals must include an Introductory Letter containing the following information:

- a. A listing of all firms involved in preparing and submitting the Proposal.
- b. A certification that the information and data submitted in the Proposal is true and complete to the best knowledge, information, and belief of the authorized signatory for that Proposal.
- c. The name, telephone number and e-mail address of a single contact person representing the offeror regarding the Proposal.
- d. The title, printed name and signature of the person authorized to commit the offeror for this procurement.
- e. An express statement by the offeror that it consents to the incorporation of its Proposal into any resulting contract.
- f. An express acknowledgement that the Proposal meets all terms and conditions detailed in this RFP.
- g. An express acknowledgement that the offeror has received and reviewed all addenda that may be issued as part of this RFP.

A proposer's failure to include these items in their proposals may cause their proposal to be determined as non-responsive and the proposal may be rejected.

### **Understanding of the Project – Maximum 15 Points**

Proposers must provide a comprehensive narrative statement that illustrates their understanding of the requirements of the project and the project schedule.

### **Experience and Qualifications – Maximum 20 Points**

Provide an organizational chart specific to the personnel assigned to accomplish the work called for in this RFP; illustrate the lines of authority; designate the individual responsible and accountable for the completion of each component and deliverable of the RFP.

Provide a narrative description of the organization of the project team.



Provide a personnel roster that identifies each person who will actually work on the contract and provide the following information about each person listed;

- [1] Title,
- [2] Job qualifications and/or resume,
- [3] Location where work will be performed,
- [4] Itemize the total cost and the number of estimated hours for each individual named above.

Proposers must include a list of a least five (5) projects within the last five (5) years which your team has provided and/or is providing consulting and engineering which are similar to this project. References should include project name, project location/address, size and description of the project, date completed, final cost and the Owner contact person name and telephone number.

#### **Price Proposal – Maximum 25 Points**

Provide an overall "not to exceed" cost estimate for services proposed.

The County will use the "low cost ratio" method using lowest projected cost, within the competitive range, divided by the proposers projected costs, LPC/PPC to equate fee schedule points.

LPC: Lowest Projected Cost

PPC: Proposers Projected Cost

#### **Proposed Work Plan and Approach – Maximum 20 Points**

The proposer must clearly show their recommended work plan and approach that will achieve the scope of work requirements as well as accomplishing those goals within budget. The proposer shall prepare a description of their management and organizational approach and methods for performing the scope of work. This should include the proposed effort for completing the work on schedule and within budget. Provide performance "track record" showing the ability to bring similar projects successfully to completion within schedule and budget.

#### **Schedule – Maximum 20 Points**

The proposal shall include a Gantt style schedule showing clear timeframes to complete this project. It is the County's intent to begin this project after the County Fair which ends Sunday, August 4, 2019. Contractor is expected to begin shortly thereafter and work continuously until the improvements are complete and operational unless other time frames and schedules are agreed to with the Contractor.

#### **Evaluation Criteria:**

The Selection Committee will review and evaluate the written proposals, designs, and schedules based upon the proposer's demonstrated experience and qualifications in the scope of services required. All proposals will be reviewed to determine if they are responsive.



Each proposal will be awarded points for each of the categories stated, and each category will be rated from excellent to poor with a percentage attached to the rating. The maximum points will be multiplied by the percentage for each category, providing for a **maximum total score of 100**.

**Presentations:**

Proposers may be required to make a presentation (or presentations) to the evaluation Committee.

**EVALUATION MATRIX**

The criteria listed below correspond to the RFP requirements. Points scored for each item will be based on information submitted in proposal.

**RATING CRITERIA**

<b>Rating</b>	<b>Description</b>	<b>Percent of Maximum Score</b>
<b>Excellent (E)</b>	<p><b>Proposal exceeds the expectations and requirements of the RFP; has an excellent probability of success and achieving all objectives; uses an innovative approach to meet those objectives</b></p> <p><b>There is very little risk that the Proposer would fail to satisfy the requirements of the design-build contract.</b></p>	<b>90-100%</b>
<b>Very Good (VG)</b>	<p><b>Proposal meets the expectations and objectives of the RFP; has a very good probability of success and achieves all aspects of the RFP in a reasonable manner.</b></p> <p><b>There is little risk that the Proposer would fail to satisfy the requirements of the design-build contract. Weaknesses, if any, are very minor and can be readily corrected.</b></p>	<b>75-89%</b>
<b>Adequate (A)</b>	<p><b>Proposal demonstrates an approach that offers an <u>adequate level of quality</u>.</b></p> <p><b>Proposal contains <i>strengths that are balanced by the weaknesses</i>.</b></p>	<b>51-74%</b>



	There is <b><u>some probability of risk</u></b> that the Proposer may fail to satisfy some of the requirements of the design-build contract. Weaknesses are minor and can be corrected.	
<b>Fair (F)</b>	<p>Proposal demonstrates an approach that <b><u>marginally meets</u></b> RFP requirements and/or objectives.</p> <p>Proposal contains <i>weaknesses that are not offset by the strengths</i>.</p> <p>There are questions about the likelihood of success and <b><u>there is a risk</u></b> that the Proposer may fail to satisfy the requirements of the design-build contract. There are significant weaknesses and very few strengths.</p>	<b>25-50%</b>
<b>Poor (P)</b>	<p>Proposal <b><u>does not meet the stated RFP requirements and/or objectives, and no probability of success exists.</u></b></p> <p>There is not a reasonable likelihood of success and a <b><u>high risk</u></b> that the Proposer would fail to satisfy the requirements of the design-build contract.</p>	<b>0-24%</b>

**MAXIMUM POINTS X PERCENT = TOTAL SCORE**

**Maximum Points X Percentage = Total**

**A. Understanding of the Project**

Maximum Points 15

15 X =

**B. Experience and Qualifications**

Maximum Points 20

20 X =

**C. Price Proposal**

Maximum Points 25

25 X =

**D. Proposed Work Plan & Approach**

Maximum Points 20

20 X =





**E. Schedule**

**Maximum Points 20**

**20 X =**

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**THE TOTAL NUMBER OF POINTS USED TO SCORE THIS PROPOSAL IS 100**

**D. DISCUSSIONS.** After all Proposals have been evaluated, the selection committee may elect to hold discussions with those offerors the selection committee has determined are most reasonably likely to be selected for a contract award. The decision to hold discussions with offerors rests in the sole discretion of the selection committee. Offerors with whom the selection committee desires to hold discussions must come within the “competitive range” as that term is defined below. Offerors in the competitive range will be notified if the selection committee elects to hold discussions with selected offerors.

**E. COMPETITIVE RANGE DETERMINATION.** If the selection committee decides not to make a contract award based solely on a review of submitted Proposals, then those offerors whose Proposals are in the competitive range (those most responsive to the requirements of the RFP and reasonably susceptible of being selected for a contract award) will be provided an opportunity to enter into discussions with the selection committee. The same evaluation criteria will be employed and each selection committee member will be given the opportunity to modify the original Proposal scores of that selection committee member after discussions have concluded. To assist Garfield County in making its determination of offeror responsibility, offerors in the competitive range may be required to submit: an audited financial statement, a financial statement reviewed by a certified public accountant, a financial statement prepared by a third-party, or another financial statement prepared in the routine course of that offeror's business for the previous three years.

**F. OPTIONAL ORAL PRESENTATION.** After evaluating the Proposals, the selection committee, in its sole discretion, may request oral presentations from offerors in the competitive range. The purpose of oral presentations and/or system demonstrations is to:

1. Allow an offeror the opportunity to present its Proposal to the selection committee in person.
2. Allow an offeror the opportunity to demonstrate its proposed business solution.
3. Allow Garfield County the opportunity to obtain further clarification of various aspects of a Proposal and to resolve any uncertainties in a Proposal.
4. Resolve possible mistakes in a Proposal by calling such perceived errors to the attention of an offeror without disclosing information concerning other offeror’s Proposals.
5. Allow Garfield County the opportunity to ask specific questions of an offeror regarding its Proposal. An offeror should not, however, prepare its Proposal with the assumption that an opportunity for an oral presentation or revisions will be allowed. Rather, the offeror’s most favorable Proposal should be submitted as its initial written submission. The oral presentation may include (a) discussion(s) for the purpose of clarification and to ensure full understanding of, and responsiveness to, the solicitation requirements.



After all oral presentations have been made the selection committee will again discuss their individual comments and scores.

### **ORAL PRESENTATION SCHEDULE IF NEEDED**

#### **Presentation Format:**

All presentation drawings shall be on 24x36 sheet size mounted on foam core and readable on 11x17 sheet size.

Only 6 presentation boards are allowed.

PowerPoint in lieu of drawings or both.

Each document should be clearly identified with only the Design/Build Team name and sheet number page.

All designs and documents presented shall become the exclusive property and for the exclusive use of Garfield County.

Presentation to Garfield County by Design/Build Team. Each team will be allowed 30 minutes to make their presentation followed by 15 minutes for questions/answers.

**G. BEST AND FINAL OFFERS.** After discussions have been held and any optional oral presentations made, the selection committee may request all offerors in the competitive range to make a “Best and Final Offer” (“BAFO”). If BAFOs are requested by the selection committee, then a date will be set in writing by Garfield County for their submission. Offerors in the competitive range will not, however, be allowed to make comprehensive Proposal revisions (i.e. a complete rewrite will not be allowed). BAFOs are not mandatory, they are only an opportunity to revise if necessary. If no BAFO is submitted, the original Proposal will be considered.

### **SECTION 6 SPECIAL TERMS AND CONDITIONS OF THIS RFP**

**A. SUBMISSION OF WRITTEN QUESTIONS.** Written questions regarding the RFP or its attachments must be submitted to the **Garfield County Procurement Department, 810 Pitkin Avenue, Glenwood Springs, Colorado 81601** through **5:00 P.M. on Friday, May 3, 2019.** Questions submitted should be directed to:

**Scott Henriksen**  
**Construction Contract Administrator**  
**810 Pitkin Avenue**  
**Glenwood Springs, CO 81601**  
**Phone: 970-945-1377 x.4019 Fax: 970-384-5008**  
**[shenriksen@garfield-county.com](mailto:shenriksen@garfield-county.com)**



**Please do not contact any other County Department staff member or design personnel with questions or for information regarding this solicitation.**

**B. RECOMMENDED SOLICITATION PRE-BID CONFERENCE AND SITE VISIT.**

A **non-mandatory** solicitation pre-bid conference and site visit shall be held on **Thursday, April 25<sup>th</sup>, 2019 at 11:00 AM** at the **Garfield County Fairgrounds** located at **1001 Railroad Avenue, Rifle, CO 81650**. The purpose of this conference and site visit is to give perspective offerors a forum to meet with Garfield County and design personnel to ask questions to better prepare their respective Bids.

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.

**C. PAYMENT AND PERFORMANCE BONDS.** If this RFP 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 an offeror's total cost is required as well as a performance bond at 100% of an offeror's total cost.

**SECTION 7  
ATTACHMENTS TO THE RFP**

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

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

These documents are incorporated into and made a part of this RFP and any resulting purchase order or contract.