



Grand County, The Old Spanish Trail Arena CONCRETE for Playground/Pickleball Court Project

REQUEST FOR BIDS & STATEMENT OF QUALIFICATIONS

Bids are due by

Friday, 3/20/2026 at 12:00pm

**There will be a mandatory pre-bid inspection meeting on Wednesday 3/18/2026, at 10:00 AM
at The Old Spanish Trail Arena, 3641 South Highway 191 Moab, Utah 84532**

Submit proposals online to Utah Public Procurement Place (U3P)

Or

SEND ONE (1) COPY OF THE SEALED BID TO:

Clerk/Auditor's Office

Gabriel Woytek, Clerk/Auditor

125 E Center St

Moab, Utah 84532

Phone: 435-259-1322

Email: gwoytek@grandcountyutah.gov

SUBMIT INQUIRIES TO:

Utah Public Procurement Place (U3P)

Public Q+A

Or via email: gwoytek@grandcountyutah.gov



IMPORTANT NOTICE TO ALL BIDDERS: Grand County reserves the right to disqualify incomplete bids, waive minor defects as it deems applicable in the written bids, request additional information from any respondent, change or modify the scope of the project at any time without penalty, negotiate terms with one or more of the respondents, reject any or all bids without penalty, and take any steps necessary to act in the County's best interest. The County also reserves the unilateral right to order, in writing, changes in the work within the scope of the contract and changes in the time of performance of the contract that do not alter the scope of the contract work. Bids will not be considered for award if received by Grand County after the official closing date and time.

PART I—PROJECT DESCRIPTION:

Concrete portion of the Old Spanish Trail Arena Playground and Pickleball courts project.

Scope of work:

- 1- 10' x 290' section of "sidewalk" that runs parallel between the pickleball courts and the playground.
- Multiple sections of 4" curbing as a parameter for the pour in place flooring for the playground (the "sidewalk" will act as the 4th curb to enclose the 11,185sq' pour in place flooring). * see plans for exact measurements: 75'-5", 41'-6", 50'-9", 24', 55'-3", 9'-1", 35'-7"
- 1- 14' x 65' section of sidewalk in between the two pickleball courts
- 1- 16' x 20' Handicap parking space pad – ADA compliant
- 1- 3' x 16'/20' Handicap ramp/access to the 10' "sidewalk" section – ADA compliant
- All sidewalks and curbing are to be kept flush with the pickleball courts. Some type of base will need to be brought in.

To be included:

- Concrete – All flatwork & curb form, prep, rebar, pour & finish
- Hauling in of all fill – base material & transport
- Compaction
- Setting of forms
- Saw cuts for control joints
- All labor



- Grading may be required to maintain a 1% grade with the pickleball court that is already in place.
- Final site cleaned up and removal of all project debris

PART II—RESPONDING TO RFB

TIMELINES: To be considered, submit proposal to Utah Public Procurement Place (U3P) or submit one (1) sealed copy of the bid, clearly marked, to Gabriel Woytek at 125 E Center St, Moab, UT 84532, no later than Friday, 3/20/2026 at 12:00 pm. Outside of the envelope must be clearly marked: "Grand County, The Old Spanish Trail Arena CONCRETE for Playground/Pickleball project".

- Bid opening 3/12/2026 at 4:00 PM
- Mandatory Meeting 3/18/2026 at 10:00 AM
- Questions due 3/18/2026 at 5:00 PM
- Bids due 3/20/2026 at 12:00 PM
- Bid selection expected by 4/7/2026 at 8:00 PM

BID OPENINGS: Bids shall be opened publicly by a representative from the Clerk/Auditor's Office and in the presence of at least one witness in the County Courthouse located at 125 East Center Street, Moab, Utah 84532. The amount of each bid and any other relevant information, and the name of each bidder shall be recorded. The record and each bid shall be available for public inspection.

INSTRUCTIONS FOR RESPONDING TO THIS RFB: It is incumbent upon each respondent to carefully examine these specifications, terms and conditions. Any clarification or additional information shall be made in writing to the appropriate person called out on the cover page. When appropriate the County will respond through written means.

If it becomes necessary to revise or amend any part of this RFB, notice will be given to all respondents who are registered when receiving this bid package. Bidders must acknowledge receipt of the amendment in their bid. Each bidder should ensure that they have received all amendments to this RFB before submitting their bids. Please check the Utah Public Procurement Place (U3P) and the County Bid Opps page on the Grand County website at www.grandcountyutah.gov for any amendments.

BIDS: Attached bid forms are to be completed as instructed and one (1) sealed and marked set is to be returned in response to this RFB. Include copies of the following as part of the RFB:

- Exhibit A – Scope of Work
- Exhibit B – Professional Licenses(s) and Insurance
- Form 1 – Public Records Law



- Form 2 – Bid Breakdowns
- Business license
- Proof of Insurance documents
- Bond documents

PART III—SELECTION PROCESS

SELECTION SCHEDULE: Each bid will be reviewed by a selection committee that may include but is not limited to elected officials, County staff members, and invitees of the County. The committee will evaluate the written bids and rank each bid on the considerations noted in RFB. The committee may request the top bidders to attend an interview and provide additional information to the committee. Such a request will be made, in writing, to the organization's designee, as listed in the bids.

AREAS CONSIDERATION IN THE SELECTION PROCESS: The selection of the successful bidder will be based upon the following criteria:

- Compliance with and information provided in the RFB.
- The company's recent experience with providing services of similar size and scope and the satisfaction of previous client(s).
- Licenses and bonds required to perform work within the State of Utah.
- Demonstrated attention to detail.
- Cost of service.
- The number of facilities that a respondent submits bids on.
- All other criteria deemed pertinent by the committee in review of the bids.

The County will endeavor to negotiate a contract with the successful bidder. In the event that a mutually agreeable contract cannot be negotiated with other than the first bidder, it is anticipated that negotiations will begin with the next highest rated bidder and so on until a mutually agreeable contract can be negotiated.

PART IV—REQUIREMENTS/STANDARDS GOVERNING RFB

SCOPE: The following terms and conditions included in Part IV—Requirements/Standards Governing RFB, shall govern the submission of bids. Any conflict with the terms and conditions contained in Part IV—Requirements/Standards Governing RFB and Part V—Contract shall be controlled by the stricter term or condition. The County reserves the right to reject any bid which takes exception to the terms or conditions in Part IV or Part V of this document.

COMPLETING BID: Bids must be submitted with the required forms herein and all forms must be completed in accordance with the instructions. Any and all corrections and/or erasures must be initialed



and dated by the respondent. Each bid must be manually signed in ink by an authorized respondent and all required information must be provided. Each respondent may submit only one (1) bid. The contents of the bid submitted by the successful respondent will become part of any contract awarded as a result of this request.

CONFIDENTIALITY OF BID INFORMATION: Each bid must be securely sealed to provide confidentiality of the bid information prior to the bid opening. The submitted bid envelope must be prominently marked, preferably in the lower left-hand corner, "Grand County, The Old Spanish Trail Arena CONCRETE for Playground/Pickleball Court Project".

Failure to mark bid envelopes as required is cause for bid rejection as the County may not consider bids improperly marked that are inadvertently opened as routine correspondence prior to the time and date set for the bid submission.

All bids become public information after the bid opening and are available for inspection by the general public in accordance with the Government Records Access and Management Act (GRAMA).

REQUEST FOR INFORMATION: Any request for clarification or additional information deemed necessary by any respondent to present a proper bid shall be made on the Utah Public Procurement Place Public Q+A section. To be considered, any such request must be received by the time specified in Part II. When appropriate, valid requests received in accordance with the foregoing will be responded to in the Public Q+A section for all potential respondents to see.

ADDENDUM: All changes in connection with this request for bids will be issued by the County in the form of a written addendum. Signed acknowledgment of receipt of each addendum should be submitted with the bid response.

TAX EXEMPT: Grand County is exempt from federal and state taxes. DO NOT include taxes in the bid.

CONDITIONAL BIDS: Conditional bids are subject to rejection in whole, or in part, at the sole discretion of Grand County.

LATE BIDS AND MODIFICATIONS OR WITHDRAWALS: Bids received after the date and time indicated on the cover sheet shall not be considered and shall be returned (unopened if sealed) if the respondent is identified on the bid envelope. Bids may be withdrawn or modified in writing prior to the bid submission deadline. Bids that are resubmitted or modified must be sealed and submitted to the County prior to the bid submission deadline. After bid opening no changes in bid prices or other provisions of bids prejudicial to the interest of the County or fair competition shall be permitted.

BIDS BINDING: All bids submitted shall be binding upon the respondent if accepted by Grand County within ninety (90) calendar days of the bid submission date. Negligence upon the part of the respondent in preparing the bid confers no right of withdrawal after the time fixed for the submission of bids.



NEGOTIATION: The County reserves the right to negotiate any and all elements of this bid.

TIME LIMIT TO EXECUTE CONTRACT: The respondent must successfully execute a contract within the specified time after the County's notification to enter into contract. If the respondent fails to execute a contract within the required time, award to that respondent may be withdrawn and award made to the next highest rated respondent.

CODES AND REGULATIONS: All deliverables and work within the scope of this request shall be completed by the respondent in conformance with all applicable codes and regulations.

SAFETY: All practices and goods furnished as a result of this request shall comply with the federal Occupational Safety and Health Act, as well as any pertinent federal, state and/or local safety or environment codes.

NON-LIABILITY: The respondent shall not be liable for delay or failure to deliver services when such delay or failure is the result of fire, flood, strike, act of God, act of government, act of an alien enemy, or by any other circumstances which, in Grand County's opinion, is beyond the control of the respondent. Under such circumstances, however, Grand County may cancel the contract if such action is deemed to be in the best interest of the County.

ASSIGNMENT OF CONTRACTUAL RIGHTS: Successful respondent shall not assign, transfer, convey or otherwise dispose of any contractual rights derived from this quotation request or its right, title or interest in or to the same, or any part thereof, without the previous written consent of Grand County.

INVOICE: Invoices shall be prepared and submitted in duplicate to Grand County Clerk/Auditor's Office, 125 East Center Street, Moab, Utah 84532.

COLLUSIVE BIDS: The respondent certifies, by submission of a bid, that their bid is made without any previous understanding, agreement or connection with any person, firm or corporation making a bid for the same products or services with prior knowledge of competitive prices, and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action. Any evidence of collusion among respondents and prospective respondents acting to illegally restrain freedom of competition by agreement to offer a fixed price, or otherwise, will render the bids of such respondents void.

CONFLICT OF INTEREST: The award hereunder is subject to provisions of Utah State Statutes and Grand County ordinances and policies. All respondents must disclose with their bid the name of any officer, director, or agent who is also an employee of Grand County, Utah. Further, all respondents must disclose the name of any Grand County employee who owns, directly or indirectly, any interest in the respondent's firm or any of its branches. No person involved in making the award decisions may have personal investments in any business entity that will create a substantial conflict between their private interests and their public duties. Any person involved in making procurement decisions is guilty of a felony if the person asks, receives, or offers to receive any emolument, gratuity, contribution, loan, or



reward, or any promise thereof, either for the person's own use or the use of benefit of any other person or organization from any person or organization interested in selling to the County.

DISCLAIMER OF LIABILITY: Grand County or any of its agencies will not hold harmless or indemnify any respondent for any liability whatsoever.

HOLD HARMLESS: The respondent agrees to protect, defend, indemnify, and hold Grand County, and its officers, council members, commissions, employees, and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees, or other expenses or liabilities of every kind and character resulting from the error, omission, or negligent act of the respondent, its agents, employees, or representatives, in the performance of the respondent's duties under any agreement resulting from award of this bid. The respondent further shall agree to investigate, handle, respond to, provide defenses for, and defend any such claims, etc., even if such claim is groundless, false or fraudulent.

ANTI-DISCRIMINATION CLAUSE: No respondent on this bid request shall in any way, directly or indirectly, discriminate against any person because of age, race, color, handicap, sex, national origin, or religious creed.

ACCURACY OF BID: Each bid is publicly opened and is made part of the public record of Grand County's Clerk/Auditor's Office. Therefore, it is necessary that any and all information presented is accurate and will be that by which the respondent will complete the contract. If there is a discrepancy between the unit price and extended total, the unit price will prevail. If there is a discrepancy between the estimated quantities of work in a contract and actual quantities, the estimated quantities shall prevail.

PUBLIC RECORD: Grand County is governed by the Governmental Record Access and Management Act (except from exemptions allowed by state law). Information or data pertinent to the respondent's bid and of a confidential nature must be bound and placed in a separate sealed envelope and included with each copy of the respondent's bid. Grand County requests that a minimum amount of confidential material be used by the respondent in preparing responses to the bid. Materials consisting merely of general descriptive information will not be considered confidential under any circumstances.

SUBSTITUTIONS: No substitutions will be accepted for goods proposed after award, without the prior approval of Grand County. Any substitutions allowed will be supplied at no more than the contract bid prices.

DISCOUNTS: Any and all discounts must be incorporated as a reduction in the bid price and not shown separately. The price as shown on the bid shall be the price used in determining award or awards.

INCURRED EXPENSES: This bid does not commit Grand County to make an award, nor shall the County be responsible for any cost or expenses which may be incurred by any respondent in preparing and



submitting any offer, or expenses incurred by any respondent prior to the execution of a purchase order or contract agreement.

SILENCE OF SPECIFICATIONS: The apparent silence of these specifications or any supplemental specifications as to details or the omission from same of any detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type, size and design are to be used. All workmanship shall be first quality. All interpretations of specifications shall be made upon the basis of this statement. All specifications shall seek to promote overall economy and best use for the purpose intended and encourage competition in satisfying the County's needs.

LOCAL VENDORS. Where practical and reasonable, and within the scope of this article, Utah products and local vendors shall be given preference. Specifically, County departments are encouraged to determine whether or not local merchants can meet prices quoted by out-of-county vendors. The purchasing agent is not required to purchase goods at the lowest price if there is an offsetting or added expense for travel, shipping, or other inconvenience associated with an out-of-county purchase.

NO WAIVER OF FUTURE RIGHTS: No provision in this document or in the respondent's bid shall be construed, expressly or by implication, as a waiver by Grand County of any existent or future right and/or remedy available by law in the event of any claim or default or breach of contract.

BOND AMOUNTS. Upon the award of all construction contracts, the following bonds or security shall be delivered to the County: (a) A performance bond in an amount equal to 100% of the contract price; or (b) A payment bond in an amount equal to 100% of the contract price to serve as protection of all persons or companies supplying labor and/or material to the contractor or its subcontractors for the performance of the contract.

RFB DISCLAIMER. Grand County reserves the right to disqualify incomplete bids, waive minor defects as it deems applicable in the written bids, to request additional information from any respondent, change or modify the scope of the project at any time without penalty, negotiate terms with one or more of the respondents, reject any or all bids without penalty, and take any steps necessary to act in the County's best interest. The County also reserves the unilateral right to order, in writing, changes in the work within the scope of the contract and changes in the time of performance of the contract that do not alter the scope of the contract work.

SUSPENSION & TERMINATION. Through written notification the County may order an immediate suspension of work with or without cause. The contract may be terminated in accordance with the provision contained in the contract.



THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID

Exhibit A

Scope of Work



Exhibit B

Professional License(s) and Insurance

Contractor shall be in possession of all professional licenses required to perform work and insurances prior to the commencement of the work and are attached in this Exhibit.

List license and insurance information:



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FORM 1

Public Records Law

Compliance with Public Records Law Form

Upon selection of the award, submittals become “public records” and shall be subject to public disclosure consistent with the Governmental Records Management Act. Those who submit must invoke the exemptions to disclosure provided by law in the response to the solicitation, and must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary.

If you submit information exempt from public disclosure, you must identify with specificity which page(s)/paragraph(s) of your bid package is (are) exempt from the Governmental Records Management Act and identify the specific exemption section that applies to each. The protected information must be submitted to the County in a separate envelope marked accordingly. By submitting an offer in response to this solicitation, you specifically agree to defend and indemnify Grand County, County Council, and its officers, employees and agents, and hold them harmless from any claim or liability and defend any action brought against them for their refusal to disclose copyrighted material, trade secrets or other proprietary information to any person making a request therefore.

Company Name:

Authorized representative (printed):

Authorized representative (signature):

Date:



THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID

FORM 2

Bid Breakdowns

Respondents are asked to use the following format.

I, agree to provide Grand County with contract bid according to the following.

List bid breakdown including costs: