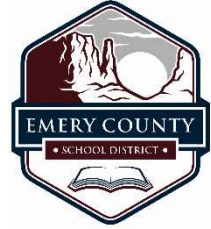


GRHS Athletic Courts For Emery County School District Invitations for Bids



Posted: March 25, 2026

Pre-Bid Conference: (April 16, 2026 / 1:00 PM)

Official Scope of Work / Architect Plans available April 13, 2026

Deadline for Questions: (April 24, 2026 / 12:00 PM)

Questions must be submitted in writing to Email: waynem@emeryschools.org

Bid Due Date: (May 1, 2026 / 4:00PM)

Bid Submission:

Email: waynem@emeryschools.org or

Mail: IFB GRHS ATHLETIC COURTS Attn: Wayne Maxfield

PO Box 1297, Castle Dale, UT 84513

A. Background/Purpose Statement

This Invitation for Bids (IFB) is issued in accordance with the Utah Procurement Code and applicable administrative rules of the Utah Administrative Code. If any provision of this IFB conflicts with the Utah Procurement Code or Utah Administrative Code, then the Utah Procurement Code or Utah Administrative Code will take precedence.

The purpose of this IFB is to enter into a contract award to the lowest cost responsive and responsible Bidder to provide the following:

- Green River High School: Demolition of existing tennis courts and installation of two tennis courts and three additional pickleball courts in the same area as existing courts. Installation of power and lighting from the school to the courts as well as providing electric connection for a generator (provided by the District) for the school.

See ATTACHMENT A for complete Project Scope.

B. Prebid Conference (Mandatory)

Mandatory:

In order to submit a response to this IFB, Bidders must attend a mandatory pre-bid conference in person at the date and time listed above. To attend the pre-bid conference, Bidder must email Wayne Maxfield (waynem@emeryschools.org) by April 15, 2026 by 4:00 PM. **The pre-bid conference will be held on April 16, 2026 at Green River High School, 745 West Pirate Ave, Green River, Utah at 1:00 pm.**

Per Utah Procurement Rule R33-1-13 Pre-bid Conferences and Site Visits, mandatory pre-bid conferences must be attended in person or via any of the following electronic means:

teleconference, webinar; or other electronic media approved by the procurement official, by an authorized representative of the person or vendor submitting a bid. The meeting will begin promptly. Any prospective Bidders who arrive late to the meeting will not be allowed to submit a bid nor continue with the conference without permission from the District. Failure to attend the conference shall result in the disqualification of any Bidder that does not have an authorized representative attend the entire duration of the mandatory pre-bid conference.

An attendance log will be maintained including the name of each attendee, the Procurement Unit the attendee is representing, and the attendee's contact information, minutes of the pre-bid conference, and copies of any documents distributed by the conducting procurement unit to the attendees and shall be published as an addendum to the solicitation. Any verbal modifications made to any of the solicitation documents during the mandatory site visit shall be reduced to writing and will be published as an addendum to the solicitation.

C. Term

The contract resulting from this IFB will be for a one (1) time purchase/install.

D. Communications and Question and Answer Period

1. Bidders are prohibited from communications regarding this IFB with the Procurement Unit staff, evaluation committee members, or other associated individuals EXCEPT the procurement officer overseeing this IFB.
2. The Question and Answer period closes on the date and time specified above. All questions must be submitted as described above during the Question and Answer period. Questions may include notifying the Procurement Unit of any ambiguity, inconsistency, scope exception, excessively restrictive requirement, or other errors in this IFB. Questions are encouraged.

Answers from the Procurement Unit will be posted on U3P. Questions may be answered individually or may be compiled into one document.

Questions may also be answered via an addendum. An answered question or an addendum may modify the specification or requirements of this IFB. It is the responsibility of the Bidders to submit their bids as required by this IFB, including any requirements contained in an answered question and/or addendum.

Bidders should periodically check U3P for answered questions and addendums before the closing date. It is the responsibility of the Bidders to submit their bids as required by this IFB, including any requirements contained in an answered question and/or addendum.

E. Addenda

Prior to the closing date, the Procurement Unit may, at its sole discretion, issue addenda. Addenda may modify any minimum requirement or specification of this IFB. It is the responsibility of the Bidders to submit their bids as required by this IFB, including any requirements contained in addenda issued by the Procurement Unit.

Addenda shall be distributed within a reasonable time to allow prospective Bidders to consider the addenda in preparing bids. After the due date and time for submitting bids, at the discretion of the Procurement Unit, addenda to this IFB may be limited to Bidders that have submitted bids, provided the addenda does not make a substantial change to this IFB.

F. Instructions to Bidder

1. The Procurement Unit reserves the right and may reopen this solicitation, or create a new solicitation if it determines there may be more competition for the procurement item than when the original solicitation was posted.
2. Each bidder must provide three (3) separate bids – showing a breakdown of Material and Labor on the submitted bid sheet. The bid must clearly identify the school's name, scope of work, and pricing. Bids must be complete, signed, and submitted in accordance with the instructions outlined in this IFB.
3. The District reserves the right to evaluate all bids independently. The District further reserves the right to reject any or all bids, waive informalities, and accept the bid(s) deemed most advantageous in accordance with this IFB.
4. Protected Information

Bidders may request that part of its bid be protected by submitting a Claim of Business Confidentiality Form.

Pricing may not be classified as confidential or protected and will be considered public information.

Process for Requesting Non-Disclosure: To protect information under a Claim of Business Confidentiality, a Bidder must complete the Claim of Business Confidentiality form, at the time the bid is submitted, with the following information:

- Include a concise statement of reasons supporting the claim of business confidentiality (Subsection 63G-2-309(1)).
- Submit an electronic "redacted" (excluding protected information) copy of the bid. Copy must clearly be marked "Redacted Version."

The Claim of Business Confidentiality form may be accessed at:

<https://purchasing.utah.gov/wp-content/uploads/Business-Request-for-GRAMA-Business-Confidentiality-Claim.pdf>

An entire bid cannot be identified as "**PROTECTED**", "**CONFIDENTIAL**" or "**PROPRIETARY**".

Redacted Copy: If a Bidder submits a bid that contains information claimed to be confidential or protected, the Bidder **MUST** submit two separate bids: one redacted version for public release, with all protected business confidential information either blacked-out or

removed, clearly marked as "Redacted Version"; and one non-redacted version for evaluation purposes clearly marked as "Protected Business Confidential."

All materials submitted become the property of the Procurement Unit. Materials may be evaluated by anyone designated by the Procurement Unit as part of the evaluation committee. Materials submitted may be returned only at the Procurement Unit's option.

5. Wherever in this IFB an item is defined by using a trade name, brand name, or a manufacturer and/or model number, it is intended that the words, "or equivalent" apply; and invites the submission of equivalent products by the Bidders.
6. Bidders may be required to submit product samples to assist the Procurement Unit in evaluating whether a Procurement Item meets the specifications and other requirements set forth in the IFB. Product samples must be furnished free of charge unless otherwise stated in the solicitation, and if not destroyed by testing, will upon written request within any deadline stated in the invitation for bids, be returned at the Bidder's expense. Samples must be labeled or otherwise identified as specified in the solicitation by the Procurement Unit.
7. Terms and Conditions

The Standard Terms and Conditions will not be negotiated. The Utah Procurement Code requires that a bid will be rejected if it is not responsive or responsible. A bid that is not responsive includes a bid that: (a) is conditional; (b) attempts to modify the bid requirements; (c) contains additional terms or conditions; or (d) fails to conform with the requirements or specifications of the invitation for bids.

A bid that contains exceptions and/or additions to the Standard Terms and Conditions will be rejected and disqualified from this IFB. The Procurement Unit will not allow a Bidder to remove or withdraw exceptions and/or additions from the Standard Terms and Conditions from a bid. However, a Bidder may request an exception and/or addition to the Standard Terms and Conditions during the Question and Answer period.

The Procurement Unit will not allow a Bidder's terms and condition to become part of a contract that results from this IFB. If a Bidder's terms and conditions are attached, referenced, or embedded into a bid, whether intentionally or inadvertently, then the Bidder's terms and conditions shall be null and void and will not become part of a contract that results from this IFB. If a Bidder is awarded a contract and the Bidder requests that its terms and conditions become part of the contract, then the Bidder's bid will immediately be disqualified and the Bidder will not be awarded a contract.

G. Scope of Work

See Attachment A: ECSD 2026 GRHS ATHLETIC COURTS SCOPE OF WORK, REQUIREMENTS, AND TERMS AND CONDITIONS.

H. Mandatory Minimum Requirements

Bidders must demonstrate the ability to meet or exceed the mandatory minimum requirements outlined below by providing a narrative point by point response, in the order listed, to each requirement.

The following mandatory minimum requirements must be met in order for a Bid to be considered responsive:

1. Bidder Attended the mandatory Pre-Bid Conference on **April 16, 2026 at 1:00 pm at the GREEN RIVER HIGH SCHOOL, 745 WEST PIRATE AVE, GREEN RIVER UT.**
2. Bidder provided a Breakdown of Material and Labor on the submitted bid sheet?
3. Bidder's removal, disposal and installation of the project will be coordinated with school: Green River High. Work is to occur during the summer months. **Starting on May 22, 2026 with completion no later than September 30, 2026. Yes/No?** Contact will be through Emery County School District Maintenance Department for communication with the school. Contractor must coordinate with the custodial staff for relocating items in the areas so equipment and duct can be removed and installed.
4. Bidder must have at least 5 years' experience in Athletic Field construction. Qualifications that are AI-generated will not be accepted. Yes/No?
5. Bidder must include proof of a 5% bid bond with the bid. Yes/No?

All of the items described in this section are non-negotiable. However, if a manufacturer's specification is used or identified above, then a bid may include, in sufficient detail, that its bid contains an equivalent brand.

If it is determined that a bid does not meet these requirements, at any time during the solicitation process, the bid will be deemed non-responsive and disqualified from further consideration.

If a bid is considered responsive, then it will be considered for award.

I. Evaluation of Bids

Each bid received shall be evaluated for responsiveness as outlined in the Utah Procurement Code. This IFB shall be evaluated by the objective criteria described in this IFB. Bids submitted must comply with requirements of the IFB. Any bid that does not comply with the requirements will be deemed non-responsive and will be rejected.

Multiple or alternate bids will not be accepted, unless otherwise specifically required to allowed in the invitation for bids. If a bidder submits multiple or alternate bids that are not requested in this IFB, the head of the Procurement Unit will only accept the Bidder's primary bid and will not accept any other bids constituting multiple or alternate bids.

Any exceptions to the content of this IFB, including the prerequisites, must be protested in writing to the Procurement Unit during the question and answer period.

J. Evaluation of Costs

After evaluation of bids, the District will award a contract as soon as practicable to the responsible bidder who submits the lowest responsive bid.

If a Bidder fails to provide a cost, then its bid will be considered non-responsive and the bid will be rejected.

K. Attachments:

A: ECSD 2026 GRHS ATHLETIC COURTS SCOPE OF WORK, REQUIREMENTS, AND TERMS AND CONDITIONS with sample bid sheet.

ATTACHMENT A: ECSD 2026 GRHS ATHLETIC COURTS SCOPE OF WORK, REQUIREMENTS, AND TERMS AND CONDITIONS FOR ALL PROJECTS INCLUDED IN THIS IFB

SCHEDULE: Installation of the project will be coordinated with each school so as not to disturb current programs. Please contact Emery County School District Maintenance Department at 435-381-5280 for communication with the school.

DOCUMENTS: The contractor will provide certification, licensing insurance documentation, etc. and all requirements specific to this project. All Contractors shall provide documentation before executing the Agreement that the Contractor is registered and participates in the E-Status Verification System (Federal System) to verify the work eligibility status of the Contractor and employee. (Required by Utah Code Ann. §63G-11-103)

EQUIPMENT: All equipment necessary or required in connection with this type of work must be on hand, proven to be in first-class working condition, and approved by the Maintenance Department for the School District before this work will be permitted to begin

PROPER CARE AND WORK PRACTICES: Great care shall be taken to prevent damage to the school facility and surrounding private property. All damages will be the responsibility of the Contractor.

The contractor assumes the responsibility of school security at night or after work hours are completed daily.

Emery School District reserves the right to accept or reject any or all submittals or to waive any informality or technicality in the interest of the School District. Owner reserves the right to determine the best interest of the School District.

A 5% Bid Bond is required with Bid Submittal. 100% Materials Payment and Performance Bond is required and shall be submitted with Contract Documents.

**U.S. Citizenship and
Immigration Services
E-VERIFY**

U.S. law requires companies to employ only individuals who may legally work in the United States- U.S. citizens or foreign citizens with the necessary authorization. This diverse workforce contributes significantly to the vibrancy and strength of our economy, but that same strength also attracts unauthorized employment.

E-Verify is an Internet-based system that allows businesses to determine the eligibility of their employees to work in the United States. E-Verify is fast, free, and easy to use- and it's the best way employers can ensure a legal workforce.

E-Verify is a registered trademark of the Department of Homeland Security. Any use without permission is strictly prohibited.

This page can be found at <http://www.dhs.gov/e-verify>.

Please furnish a signed, updated copy to Emery County School District and your signed
CONTRACT DOCUMENTS.

Instructions to Bidders

1. Scope of Contract:
The contractor shall be fully responsible for all labor, fees, materials, and equipment necessary to complete the project appropriately. If there is a question about any material that may be hazardous, the Contractor shall contact the District Maintenance Department. Any product used or replaced WILL NOT contain any Asbestos material. If the Contractor's replacement material is in question and testing is required, the tests will be at the Contractor's expense.
2. Securing and Compliance with Bidding Documents:
Drawings, Specifications, and other bidding documents may be obtained at the time and place indicated on the Invitation For Bidders. Bidders shall comply with all conditions stipulated in such bidding documents.
3. Requirements before Submitting Bids:
 - a. The site and any building thereon shall be thoroughly examined with conditions that might directly or indirectly affect the contract work. The bid sum shall reflect all such affecting conditions. Bidders shall be responsible for verifying all dimensions which may affect the work.
 - b. Bids will not be accepted from Contractors that do not attend the pre-bid site meeting (mandatory walk-through) stated on the Invitation for Bidders.
4. Interpretation of Drawings and Documents:
 - a. If any bidder is in doubt as to the true meaning of any part of the Contract Documents or finds errors, discrepancies, or omissions, he shall request that the Owner Representative interpret or correct them.
 - b. The Owner Representative shall promptly clarify the area in question and issue written instructions to all prospective bidders. Verbal instructions or interpretations will have no validity, regardless of source.
 - c. Request for such clarification must be in the office of the Owner Representative, a minimum of five working days before bid opening.
5. Preparing and Submitting Bids:
 - a. Bids shall be prepared using a standard bid form.
 - b. The Bidder's legal name and business address shall be stated in full.
 - c. Bids must bear no marks, erasures, writing, changes, or interlineations other than those provided or requested.
 - d. AI – generated qualifications will not be accepted.
 - e. Base bids shall include all work contemplated by the Contract Documents except as specifically requested.
 - f. No verbal or telephone bids, modifications, or cancellations will be considered. However, if the Contractor chooses to fax or email the bid, it will be accepted provided proof that the Bid Bond exists and that time restrictions are honored.

- g. The Bidder guarantees there shall be no revisions or withdrawal of the bid amount for 90 days after the bid opening.
- h. Signatures shall be in longhand and executed by a Principal duly authorized to make contracts.
- i. The bid proposal shall reflect the cost of all work required by the bidding documents, plus additions, deletions, or modifications required by any addenda issued before the bid opening.
- j. A unit price per square foot shall be stated in the bid, and a price per project shall be totaled separately.
- k. Envelopes shall contain nothing but the bid and Bid bond. Envelopes shall be opaque, bear Bidder's name, be sealed and addressed as follows:

ECSD Maintenance Department
ATTN: [Wayne Maxfield](#)
PO Box 1297
Castle Dale, UT 84513

l. It is Bidder's sole responsibility to see that their Bid is received at the proper time. Any Bid received after the scheduled Bid Opening time will be returned to the Bidder unopened.

- 6. Bid Withdrawals:
 - a. Before bid opening, Bidders may withdraw their bid by written request or reclaiming the Bid Envelope.
- 7. Factors Affecting Contract Award:
 - a. A Bidder's past performance, organization, subcontractors, equipment, and ability to perform and complete his contract in the manner and within the time specified, together with the amount of the bid, will be vital elements considered in the award of the contract.
- 8. Award or Rejection of Bid:
 - a. The Owner reserves the right to reject any or all bids and to waive any irregularity therein in the interest of the Emery School District.
- 9. Acceptance of Bid:
 - a. No Bidder shall consider himself under contract after opening and reading bids until the "Contract Agreement" is signed and compliance has been made.
- 10. Time of Completion and Liquidated Damages:
 - a. The number of calendar days and the amount required for liquidated damages are listed in the Supplementary Conditions and the Agreement. The conditions

governing liquidated damages are listed in the General Conditions.

11. Additional Instructions to Bidders:

- a. Explanations desired by a prospective bidder regarding the specifications or other bid documents shall be requested in writing from the Owner Representative; no later than 5 days before the bid opening.
- b. Oral explanations or instructions will not be binding. Only written addenda are binding. Any addenda resulting from these requests will be forwarded to all listed holders of the bid document and will arrive no later than 48 hours before the bid opens. Bidders shall acknowledge the receipt of all addenda.
- c. The Contractor shall purchase and maintain insurance that will protect him from claims that may arise out of, or result from, his activities under this contract, whether those activities are performed by himself or by any subcontractor or by anyone directly or indirectly employed by any of them or by anyone for whose acts any of them may be liable.
- d. Bidders shall submit proof of coverage under the Workman's Compensation insurance system of the State of Utah or other similar benefits acts.
- e. If the Owner permits the Contractor to use any of the Owner's equipment, tools, facilities, such use will be gratuitous, and the Contractor shall release the Emery School District from any responsibility arising from claims for personal injuries, including death, arising out of the use of such equipment, tools, or facilities, irrespective of the condition thereof or any negligence on the part of the Owner in permitting their use.
- f. Should the bidder to whom the contract is awarded fail or be unable to execute the contract for any reason within 10 days after the notification of award, and then an amount equal to the difference between the acceptable bid price and that of the next highest bidder shall be paid to Emery School District as liquidated damages.
- g. The Bidder shall furnish certificates of insurance upon request.
- h. The Owner reserves the right to reject bids for any reason that serves the best interest of the Emery School District or Building occupants. The Emery School District also reserves the right to waive any technicality or irregularity in a bid. Failure to submit requested information and documentation or the submission of incorrect information or documentation will result in a disqualification of a bid package.
- i. Documentation shall be provided before the execution of the Agreement that the contractor (s) is/are registered, participates in, and complies with the E-Verify Program.

Assigns

Neither party to the Contract shall assign the Contract or sublet it as a whole without the written consent of the other. The contractor shall not assign any monies due or to become due to him hereunder nor shall he pledge or attempt to pledge the credit of the Owner or bind the Owner to any third party.

Acceptance

The Work shall be inspected for acceptance by the Owner Representative promptly upon receipt of notice from the Contractor that all Work is complete and ready for inspection. The building and all materials and work commenced therewith shall be the Contractor's responsibility until accepted by the Owner in writing.

Measurements

Before ordering materials or doing any work, the Contractor shall verify all measurements to size or fit the Work properly. No extra charge or compensation will be allowed by the Owner resulting from the Contractor's failure to comply with this requirement.

Owner's Representative

The OWNER Representative's decisions will be final if consistent with the intent of the Contract Documents.

Emergencies

In case of an emergency endangering life or threatening the safety of the building or of adjoining property, the Contractor may act at his discretion without waiting for specific authorization from the Owner Representative to safeguard life or property. The Contractor shall allow Compensation and time for such emergency work, and the amount of both is to be determined between the Contractor, the Owner's Representative, and the Owner by agreement.

The Contractor shall make a full written report of such emergency action to the Owner Representative within five days after the event.

Condemnation of Work

The Owner and/or Owner Representative shall have the right to condemn and require removal of the following at the Contractor's expense –

- a. Any portions of the Work done under this contract which do not meet the requirements of the Contract Documents.
- b. Any portions of the Work damaged or rendered unsuitable resulting from failure to exercise proper protection.

Changes in the Work

The Owner, as represented by a manager named in the Work Documents, may at any time, without notice to the sureties, by written order designated or indicated to be a Change Order, make any change within the General Scope of the Contract, including but not limited to changes in the Specifications (including Drawings and/or design); in the method or manner of performance of the Work; in the Owner furnished facilities, equipment, materials, or site; or Directing acceleration in the performance of the Work.

If any Change Order under this Contract causes an increase or decrease in the Contractor's cost of or the time required for the performance of any part of the work under this Contract, an equitable adjustment shall be made and the Contract modified in writing accordingly, provided however, that no claim for any Change Order occurs without written notice to the Owner as herein required.

If the Owner Representative determines it is necessary to proceed with changed work to avoid delay before prices or time have been negotiated, he may order the Contractor to proceed on a time and materials basis or on a mutually agreed not-to-exceed price and or time, or by the unit per square foot price stated in the bidding documents. This notice to proceed will be in writing or confirmed in writing by the Owner or Owner Representative.

Upon receipt of such order, the Contractor shall immediately perform the changed work with due diligence. The Owner and Contractor shall negotiate the Change Order price and/or time as soon as practicable and a Contract Modification will be made.

In connection with any proposal he makes for a Contract Modification, the Contractor shall furnish a price breakdown itemized as required by the Owner Representative. Unless otherwise directed, the breakdown shall be in sufficient detail to permit an analysis of all material, labor, equipment, etc. A similar price breakdown shall support any amount claimed for subcontracts.

Field Changes –

The Owner's Representative is authorized to order minor changes during the Work that will not involve extra cost or time and are consistent with the general intent of the Contract Documents.

Delays and Extensions of Time

If the Contractor is delayed at any time in the progress of the work because of changes ordered in the work, labor disputes, inclement weather, unusual delay in transportation, or any other causes beyond the Contractor's control, which the Owner may determine justifies the delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Owner may determine.

- a. All claims for extensions of time shall be made in writing to the Owner Representative.

- b. Requests for extension of time shall be fully documented by including copies of daily logs, letters, shipping orders, delivery tickets, and other supporting information.
- c. For agreements based on calendar days, extensions of time shall be determined by multiplying the working days allowed for time extension by a factor of 1.4

Liquidated Damages

The amount agreed upon and established as liquidated damages up to substantial completion is 1% (one percent) of the Bid Price per day that the Project is not complete.

Daily Clean Up

The contractor shall Perform daily clean-up to collect all wrappings, empty containers, paper, and other debris from the project site. Upon completion, all debris must be disposed of.