

## REQUEST FOR BIDS

OWNER/LOCATION: City of Victor, Colorado

WORK: Design and Build Wallace Park Gazebo

### SUBMITTAL DATE AND LOCATION:

Date of Request: April 25, 2017

Due Date for Bids: **May 16, 2017 by 10:00 A.M.**

Submit one copy of the Bid to:  
Debra Downs, City Administrator  
City of Victor  
P.O. Box 86  
500 Victor Avenue  
Victor, Colorado 80860  
Electronic proposals may be sent to:  
[ddowns@cityofvictor.com](mailto:ddowns@cityofvictor.com)

The City of Victor requests Bids for **the design, delivery, installation and/or construction of an approximate 33' by 33' picnic gazebo structure as reflected in the attached conceptual drawing. Stamped structural drawings are needed for the foundation (which includes 8 columns requiring concrete footings), the structure and the roof. The structure consists of painted, pressure-treated cedar wood and lifetime shingled roof. Final location of the gazebo within the park will be determined later.**

**The response to this RFP shall include the lump sum price of design, construction, delivery and installation of the gazebo. In addition, two alternate bid line items are required for 1) full concrete slab underneath the structure and 2) electrical cost to install lighting within the gazebo. Please also detail the timeline for design submittal and approval by the City and proposed project start and finish.**

The RFP is available on the City's website at [www.cityofvictor.com/notices.html](http://www.cityofvictor.com/notices.html). Any questions concerning this RFP shall be directed **IN WRITING** to Debra Downs, E-MAIL: [ddowns@cityofvictor.com](mailto:ddowns@cityofvictor.com). All responses will be posted on the City's website above.

Debra Downs  
City Administrator

PUBLICATION DATE: April 26, 2017  
PUBLISHED IN: Gazette Telegraph

## **INSTRUCTIONS TO BIDDERS**

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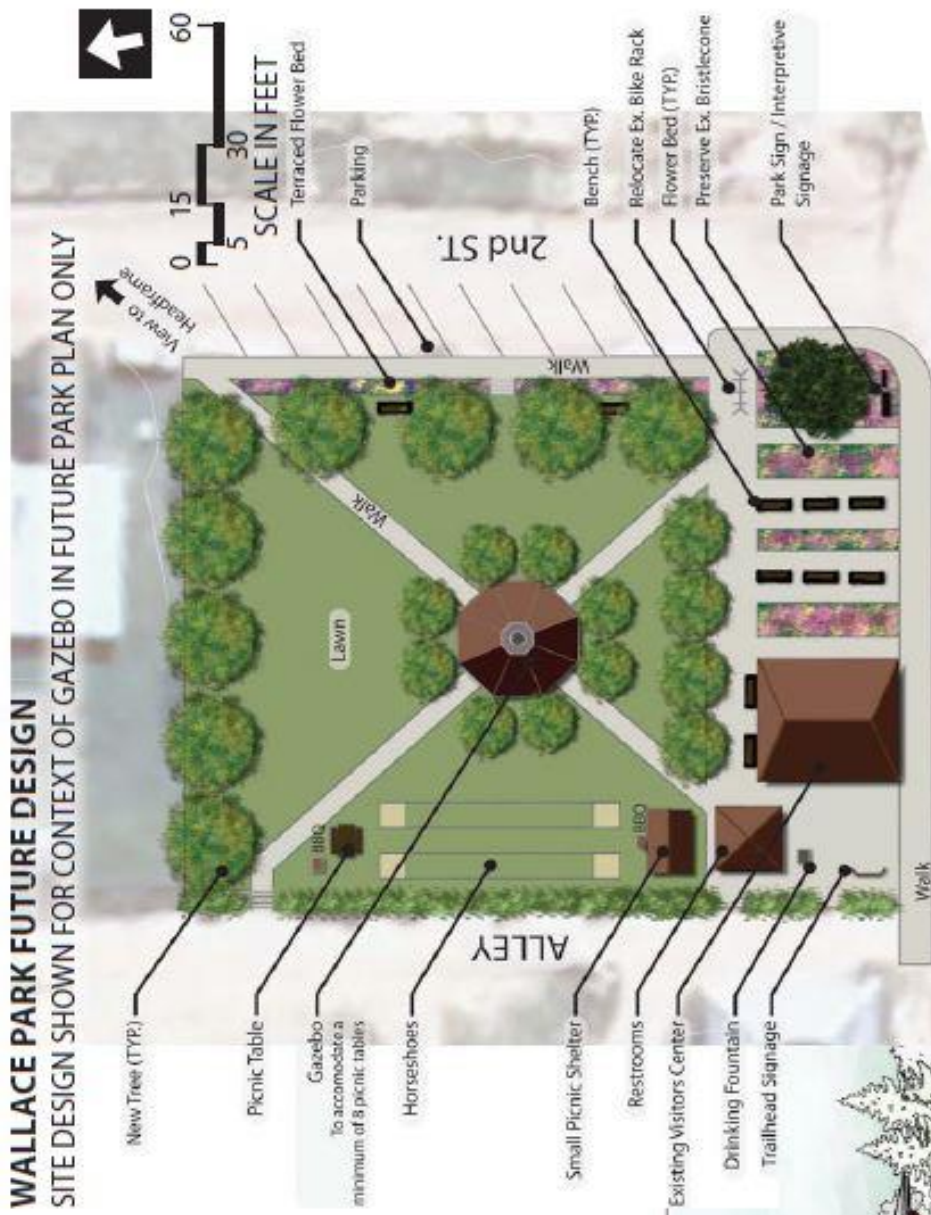
1. A "Bid" is a responsive, conforming, unconditional, complete, legible, and properly executed offer by a Bidder to provide the work specified in the Request for Bids for the compensation specified.
2. Bids shall be clearly marked with the work name, contact person, mailing address, and telephone number of the Bidder.
3. It shall be the responsibility of the Bidder to ensure that the Bid is in proper form and in the City's possession by or before the time and date designated in the Request for Bids. Bids will not be accepted after the designated time and date. Any Bid received late will be returned to the Bidder unopened, if possible.
4. If a mistake is made or discovered during or after the Bid review, the City reserves the right to determine which party made the mistake and whether the mistake is material and, after these determinations, the City, in its sole reasonable discretion, shall decide whether to accept or reject the Bid. No advantage shall be taken by any party of manifest clerical errors or omissions in any Bid, and the contract and attached documents (the "Contract Documents"). Bidders shall notify the City immediately of any errors or omissions that are encountered.
5. Any interlineation, alteration, or erasure shall be initialed by the Bidder. On the Bid, the price of each item shall be stated in numerals and words; in case of conflict, the words shall control. In the case of conflict between the indicated sum of any addition of figures and the correct sum, the correct sum shall control.
6. The City shall not reimburse any Bidder for any cost incurred in preparing a Bid or attending equipment demonstrations, inspections, pre-bid conferences, or interviews.
7. Any amplification, clarification, explanation, interpretation, or correction of a Bid shall be made only by written addendum, and a copy of the addendum shall be mailed or delivered to each person receiving a Request for Bids. The City is not responsible for any amplification, clarification, explanation, or interpretation or correction of a Bid not contained in written addenda.
8. Bids by corporations shall be executed in the corporate name by the president or a vice-president (or a corporate officer accompanied by evidence of authority to sign), and the corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown. Bids submitted by partnerships shall be executed in the partnership name and signed by a partner, and the legal address of the partnership shall be shown. Bids submitted by limited liability companies shall be executed in the company's name and signed by a member, and the legal address of the company shall be shown. Names and titles shall be typed or printed below each signature.
9. The following information shall be submitted with the Bid:
  - 9.1. The names of staff personnel who will be assigned to the work.

- 9.2 A complete proposed scope of work and schedule, including any alternatives that can be identified. The Bidder is expected to review the work site prior to submittal of the Bid.
- 9.3 The names and addresses of any subcontractors who will be retained for the work.
10. The submission of a Bid shall be conclusive evidence and a legal admission that the Bidder: (1) has no questions, complaints, or objections in connection with the Contract Documents, subject to any requests made by the Bidder for amplification, clarification, explanation, interpretation, or correction; (2) has no questions, complaints, or objections as to the completeness, sufficiency, scope, or detail of the Bid; and (3) has full knowledge of the scope, nature, quality, and quantity of the equipment to be provided, the performance criteria, the requirements of the contract, the site and conditions of delivery, the Victor Municipal Code, and other applicable law.
11. The contract will be awarded to the lowest responsible and responsive Bidder complying with the terms and conditions, guidelines, and specifications presented in the Bid Request and these Instructions to Bidders. The City reserves the right to determine, in its sole reasonable discretion, whether any Bid meets the needs or purposes intended and is within the approved budget. The City does not base its award on prices alone. Also to be considered are: quality of product; past experience with the Bidder or any subcontractors, consultants, products or suppliers; qualifications of the Bidder and/or subcontractors or suppliers; services offered; warranties; maintenance considerations; long-range costs; delivery; and similar conditions.
12. The City reserves the right to conduct such investigations as it deems necessary to assist in the evaluation of any Bid to establish the experience, responsibility, reliability, references, reputation, qualifications, or financial ability of any Bidder, manufacturer or supplier. The purpose of such investigation is to satisfy the City that the Bidder has the experience, resources, and commercial reputation necessary to supply the specified equipment and to perform the necessary warranty and product support in accordance with the Contract Documents in the prescribed manner and time.
13. The City reserves the right, if it deems such action to be in its best interests, to reject any and all Bids or to waive any irregularities or informalities therein. Any incomplete, false, or misleading information provided by any Bidder shall be grounds for rejection of the Bid. If Bids are rejected, the City further reserves the right to investigate and accept the next best Bid in order of ranking, or to reject all Bids and re-solicit for additional Bids.
14. No Bid shall include federal excise taxes or state or local sales or use taxes.
15. In the event of any claim, suit, or demand which may result from any Bid, or the award of any contract as a result of submission of a Bid, Colorado law shall govern any such claim, suit, or demand and the rights and duties of the parties.
16. All parts not specifically mentioned which are necessary in order to provide a complete unit, shall be included in the Bid. Any item listed as "Standard" in the manufacturer's published

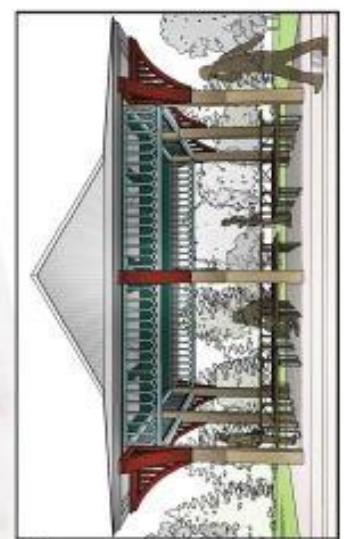
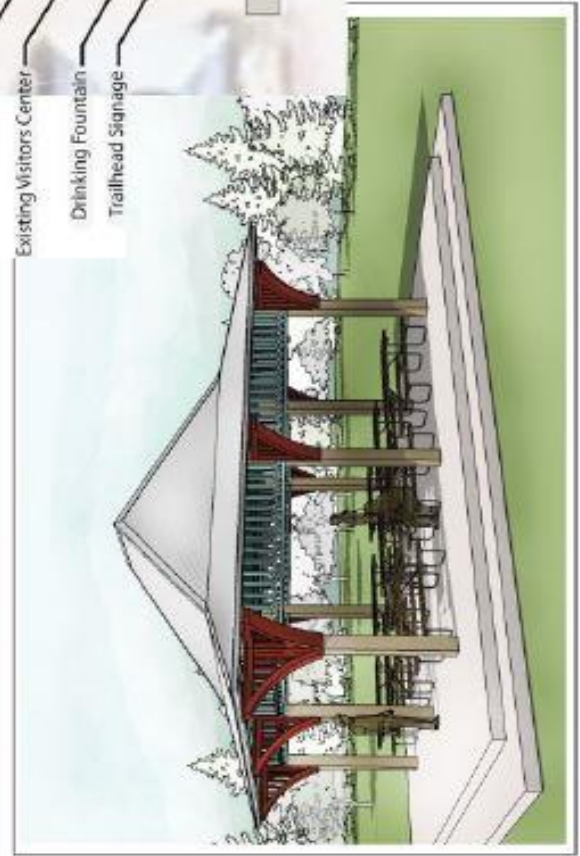
specification, furnished by the Bidder, is assumed to be included in the Bid. Any variations shall be outlined in writing, noting cost factors where applicable.

17. Bids shall be in accordance with the specifications contained in the Contract Documents. Should any requirement in the specifications not be included in manufacturer's specification sheets, the Bidder shall include with its Bid a statement of compliance. Failure to do so shall be grounds for disqualification of the Bid.
18. Each Bid shall include a statement of standard warranty of the manufacturer.
19. Any Bid received as a result of this request is prepared at the Bidder's expense and becomes City property and is therefore a public record upon opening by the City. No Bid may be withdrawn for a period of sixty (60) days after the deadline for Bids.

**WALLACE PARK FUTURE DESIGN  
SITE DESIGN SHOWN FOR CONTEXT OF GAZEBO IN FUTURE PARK PLAN ONLY**



**PROPOSED GAZEBO DESIGN**



**Proposed Gazebo Design - Wallace Park**

