

Request For Proposal

**Howard Ice Arena Bird Net
Replacement**

*City of St. Joseph, Department of Public Works
1160 Broad Street St. Joseph, MI 49085*

I. Purpose

This Request for Proposal (“RFP”) is to provide interested **Contractors** with sufficient information to submit proposals for consideration by the City of St. Joseph (“City”) in connection with its needs for bird netting replacement at the Howard Ice Arena, 2414 Willa Drive, St. Joseph, MI.

Favorable pricing will be one element of the selection process, but the experience of the firm, qualifications, experience and ability of assigned staff, completeness of the level of service proposed and timeliness of service proposed by the Bidder will be significant factors in award of this contract. Final decision on selection of the Bidder for this project will be determined by the City Commission. The City reserves the right to reject any proposals or parts of proposals. The City also reserves the right to waive any irregularities, inconsistencies, or take what other action is appropriate as determined by the City to be in the best interest of the City.

A complete Request for Proposal may be viewed or downloaded at www.sjcity.com, or mailed by contacting the City Clerk.

REQUEST FOR PROPOSAL: Howard Ice Arena Bird Net Replacement
CLOSING DATE AND TIME: 3:00 pm, August 30, 2022

II. Scope of Work, Term, and Bid Specifications:

Bird netting is required on the exterior of the Howard Ice Arena to prevent birds from entering the outside ice arena. Starting as soon as possible, the chosen contractor will remove and replace approximately 6,500 square feet of existing bird netting located on the outside of the rink. The existing bird net has 7/8" square holes and the smaller birds still manage to get into the rink area so netting hole size should be no bigger than 3/4". The bird netting should be fastened in such a way that nothing can get in around the net's perimeter or any seams that may be needed.

Successful bidder must follow all state and local codes, OSHA safety requirements, industry best practice standards and EPA regulations on this project.

At a minimum, Bidder warranties shall include that for a period of two years from the delivery date, all goods will

1. be free from any defects in workmanship, material, and design;
2. conform to applicable specifications, drawings, designs, samples, and other requirements specified above;
3. be fit for their intended purpose and operate as intended, specifically including that no birds can enter the netted area;
4. be merchantable;
5. be free and clear of all liens, security interest, or other encumbrances; and
6. not infringe or misappropriate any third party's patent or other intellectual property rights.

Bidder shall further warrant that at its own cost and expense, it will promptly replace or repair any defective or nonconforming goods, or goods that fail during the warranty period, and pay for all related expenses, including, but not limited to, transportation charges for the return of the defective or nonconforming goods to Bidder and the delivery of repaired or replacement goods to City.

These warranties shall survive any delivery, inspection, acceptance, or payment of or for the goods by City. These warranties shall be cumulative and in addition to any other warranty provided by law or equity.

Along with the manufacturer's warranties, the successful bidder will provide at least a one-year workmanship warranty.

III. Issuing Officer (Point of Contact)

Questions regarding the scope of work to be accomplished may be directed to Mike Christensen, Facilities Manager at (269) 930-4408. To schedule an appointment to see the job site, contact Mike Christensen by email at: mchristensen@sjcity.com ; or by telephone at (269) 985-0310 (Office) or (269) 930-4408 (Mobile).

IV. Addenda

In the event it becomes necessary to modify any part of this Request for Proposal, addenda will be issued to all parties who received the original RFP.

V. Instructions to Bidders

Sealed bids are due at the at the St. Joseph City Clerk's Office no later than **3:00 pm, August 30, 2022**

Proposals may be mailed or delivered to the City of St. Joseph City Clerk, 700 Broad Street, St. Joseph, Michigan 49085. Sealed envelopes should be plainly marked:

Attention: City Clerk
Re: **Howard Ice Arena Bird Net Replacement**
700 Broad Street
St. Joseph, MI 49085

It is the sole responsibility of the Bidder to see that its proposal is received within the required time period. The City is not responsible for any errors or irregularities with the delivery method utilized for submittal of the Proposal. Any proposals received after the closing date and time will be returned unopened.

VI. Incurring Costs

The City is not liable for any costs related to respondents' preparation of their proposal.

VII. Withdrawal of Proposal

Any Bidder may withdraw its proposal in person, by facsimile, or by letter, any time prior to the scheduled closing time for receipt of proposals. Each proposal shall be considered binding and in effect for a period of Sixty (60) days after the closing date.

VIII. Opening of Proposals

Proposals will be opened publicly at **3:00pm, August 30, 2022** in the City Hall Commission Chambers, 700 Broad Street, St. Joseph, Michigan.

IX. Evaluation of Proposals

It is the intent of the City to evaluate all proposals quickly and be prepared to recommend an award at the September 12, 2022 City Commission meeting.

X. Negotiations

The City reserves the right to reject any and all proposals and negotiate with any source, in any manner necessary, deemed to be in its best interest.

XI. Award of Contract / Acceptance of Proposal (Terms and Conditions)

The contents of this RFP and the respondent's proposal, as submitted and/or modified, shall become contractual obligations to be executed by the authorized contracting agents of both parties.

In accordance with Michigan law, all projects with a contract amount over \$50,000.00 will require a performance and payment bond covering the entire amount of the contract price, which shall become binding upon the award of the contract.

The successful bidder must procure and maintain the following insurance with carriers acceptable to the City and admitted to do business in the State of Michigan, and provide proof of the same to the City:

- **Worker's Compensation Insurance**, including employers' Liability coverage, in accordance with Michigan law.
- **Commercial General Liability** Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence and aggregate. Coverage shall include the following extensions: A). contractual liability, B) Broad form general liability extensions or equivalent.
- **Motor Vehicle Liability** Insurance, including Michigan No-Fault coverages, with limits not less than \$1,000,000 per occurrence combined single limit for bodily injury and property damage. Coverage shall include all owned vehicles, non-owned vehicles, and hired vehicles.

The Commercial General Liability Insurances shall include an endorsement naming as an additional insured the City of St. Joseph, all elected and appointed officials, employees, volunteers, boards, commissions, and/or authorities and boards, including members, employees and volunteers thereof. Bidder's insurance shall be primary and any other insurance City may have in effect shall be considered secondary and/or excess. The stated insurance requirements should not be

interpreted to limit the liability of the successful bidder. Coverage shall be maintained throughout the term of the agreement.

All insurance shall include an endorsement that contains a 30-day advance written notice of cancellation to the City Manager, City of St. Joseph, Michigan, 700 Broad Street, St. Joseph, Michigan 49085.

XII. Nondiscrimination

The successful bidder shall not discriminate in its provision of accommodations or services, nor against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, sexual orientation, gender identity, height, weight, marital status, or because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Breach of this covenant may be regarded as a material breach of the agreement.

XIII. Payment Terms:

The City shall make payments to the successful bidder for actual services rendered within thirty (30) days following receipt of an acceptable invoice; or as otherwise mutually agreed.