

Request For Proposal

Memorial Hall Window 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 window replacement at Memorial Hall (Curious Kids Museum) at 415 Lake Blvd., Saint 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 the award of this contract. The final decision on the 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 or inconsistencies, or to 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: Memorial Hall Window Replacement
CLOSING DATE AND TIME: 3:00 pm, December 5, 2023

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

Remove the old windows and wood frames and replace them with new windows on the original Memorial Hall building. This project does not include the windows on the north addition.

A visit by all bidders to the building is mandatory and separate appointments can be made by contacting Mike Christensen either by phone at 269-930-4408 or email at mchristensen@sjcity.com. The City will only accept bids from contractors who make an appointment and visit the building.

This project can be started as soon as possible after the contract is executed but any work that will adversely interfere with the normal course of Museum business can only be scheduled on Mondays or Tuesdays, or at other times the museum is closed. The project completion date is on or before May 27, 2024.

New windows will be commercial-type aluminum frames with insulated glass in the top third and an insulated solid panel in the bottom two-thirds. On each floor and in the office area there will be two windows in which the top third will open for cross ventilation. The windows that open will be awning-type.

The new windows will fill the entire brick opening.

An alternate bid can be submitted for the same as above but instead of removing the wood frame, as long as it is determined to be sound, the wood frame can be left in place and covered with aluminum to make it watertight and a finished appearance with the new window then being installed in this frame opening.

The successful bidder must follow all state and local codes, OSHA safety requirements, industry best practice standards, manufacturer's installation instructions, and EPA regulations on this project.

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

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, an addendum will be issued to all parties who received the original RFP.

V. Instructions to Bidders

Sealed bids are due at the St. Joseph City Clerk's Office no later than **3:00 pm, December 5, 2023**.

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: **Memorial Hall Window 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 the bidder's 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 **3:00 pm, December 5, 2023**, 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 December 11, 2023, 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 bidder's proposal, as submitted and/or modified, shall become contractual obligations incorporated in an Agreement to be executed by the authorized contracting agents of both parties, a draft form of which is attached to this RFP. The bidder should include in its response any objections or requested changes to the terms of the Agreement.

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. A bid bond is not required.

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 throughout the term of the agreement, 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 Insurance 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. The bidder's insurance shall be primary and any other insurance the 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.

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.