

Request For Proposal

**Window Replacement,
Woodbine Lodge #3**

*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 area **Window Suppliers** with sufficient information to submit proposals for consideration by the City of St. Joseph (“City”) in connection with its needs for replacement windows for Woodbine Lodge at Riverview Park, 2927 Niles Road, 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: Window Replacement, Woodbine Lodge #3
CLOSING DATE AND TIME: 3:00 pm October 11, 2022

II. Product Specifications:

Aluminum clad exterior, wood interior double-hung (DH) and awning style windows with the following specifications:

Dark brown aluminum exterior with 2" field applied aluminum brickmold.

Stainable wood interior. Optional pricing for pre-stained interior.

LowE/argon high performance glass.

Simulated divided lites with spacer bar.

Bronze hardware.

Aluminum framed screens with hi-transparency mesh.

49/16" jambs.

The existing windows are Anderson Narrowline, pre 1967 with the following unit dimensions and quantities needed:

4 units 3846-3 DH with a unit size of 139" wide by 58.5" high

2 units 3846-2 DH with a unit size of 93.5" wide by 58.5" high

1 unit 30310-2 DH with a unit size of 77.5" wide by 50.5" high

1 unit DH with a unit size of 47" wide by 37" high

3 units awning style with a unit size of 47.5 wide by 21.25" high

Unit sizes are measured from outside of brickmold to outside of brickmold for width and bottom of sill to outside of brickmold for the height.

All window sizes must be field verified before ordering and must match the existing rough openings.

Bidders must provide their manufacturer warranties for review and comparison.

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;
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.

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 St. Joseph City Clerk's Office no later than **3:00 pm, October 11, 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: **Replacement Windows, Woodbine Lodge #3**
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 **3:00 pm, October 11, 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 October 24, 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.

XII. Applicable Law:

This Agreement shall be construed in accordance with the laws of the State of Michigan. In the event of a dispute, the parties agree that jurisdiction and venue shall be in state court located in Berrien County, Michigan.

XIII. 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.

XIV. 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.