

REQUEST FOR PROPOSALS

FOR

**REMOVAL AND REPLACEMENT OF WINDOWS AT
MISSAUKEE CO. COURTHOUSE, 111 S. CANAL ST., LAKE CITY**



**MISSAUKEE COUNTY
111 S. CANAL STREET
PO BOX 800
LAKE CITY MI 49651
(231) 839-4967**

March 16, 2018

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MISSAUKEE COUNTY INVITATION TO BID FOR ROOFING TEAR OFF & REPLACEMENT

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I. GENERAL CONDITIONS

All information requested of the vendor shall be entered into the appropriate space on the bid forms as specified. Failure to do so may result in a bid being deemed non-responsive. All information shall be entered in ink or typewritten. Mistakes may be crossed out and corrections inserted before bid submission. Corrections shall be initialed in ink by the person signing the bid. Corrections and/or modifications received after the bid closing time will not be accepted.

Time of delivery/installation shall be stated as the number of calendar days following receipt of notice of bid award by the selected vendor until receipt of the goods/services by the county. Time of delivery/installation may be considered as a determining factor in the award decision. Prices shall be stated in units of quantity specified in the bid document. In case of a discrepancy in computing the amount of the bid, the unit price shall govern. All quantities stated, unless indicated otherwise, are estimates and the county reserves the right to increase or decrease the quantity at the unit price bid as best fits its needs.

All prices will remain in effect for at least 120 days to allow for review/approval by the Missaukee County Board of Commissioners and then remain firm for the length of the contract from date of award by the Board of Commissioners. Bids shall include all charges for delivery, packing, etc. unless otherwise stated in the bid document. The county is not responsible for and will not pay any fuel surcharges during the term of the contract. Unit prices provided shall include delivery.

Bid Submission and Terms

Please read these instructions carefully. Bids may be disqualified if not submitted as detailed below.

All bids must be in writing and must contain an original signature by an authorized officer of the firm. Electronic bids (i.e., telephonic, FAX, etc.) are NOT acceptable. All bids shall be presented in a sealed envelope and clearly contain on the outside of the sealed envelope the notation: **WINDOW PROJECT BID – MISSAUKEE COUNTY COURTHOUSE.**

To be considered, all bids must be submitted and received in the **Missaukee County Administrator's Office** by the date and time specified, which is **Thursday, April 19, 2018 by 3:00 PM.** No late, emailed, faxed or telephone bids will be accepted. The county reserves the right to postpone the bid opening for its own convenience.

The county further reserves the right (1) to accept or reject any bid, or any part thereof, (2) to waive any irregularity in a bid, (3) to accept the bid that is in the best interest of the county, (4) to reduce or eliminate this purchase without prior notice, and (5) to issue post-bid addendums to clarify or request additional information including pricing. The undersigned hereby agrees that if the foregoing proposal shall be accepted by county, the successful bidder will, within ten (10) consecutive calendar days after receiving notice of the acceptance of such bid proposal,

provide proof of insurance and enter into a contract to furnish labor, equipment, and tools necessary to completely execute the work at the pricing provided in the attached cost proposal.

Bid Default – In case of default by the bidder or contractor, Missaukee County may procure the articles or services required by this agreement from other sources and hold the successful bidder responsible for any excess costs.

Hold Harmless – The successful bidder agrees to protect, defend, and save the county harmless against any demand for payment for the use of any patented material, process, article, or device that may form a part of the work covered by either order or contract. Bidder further agrees to indemnify and save the county harmless from suits or action of every nature and description brought against it, for or on account of any injuries or damages received or sustained by any party or parties, by or from any of the acts of the contractor, his employees, subcontractors, or agents.

W-9 Form – Successful bidder agrees to complete and place on file annually or as otherwise required by the county, a federal W-9 Form, “Request for Taxpayer Identification Number and Certification.”

Proof of Insurance – The successful bidder agrees to provide proof of insurance, naming the County of Missaukee as an additional insured, as specified in **Appendix A**.

***All bids **must include Material Safety Data Sheets (MSDSs)** (labeled as Exhibit C) for materials to be installed as part of this bid as required by MIOSHA.

MANDATORY Pre-Bid Meeting

The county will hold a **mandatory** pre-bid site visit so interested bidders can examine the site to become familiar with the conditions under which the work will be conducted. This mandatory pre-bid meeting is set for **April 5, 2018 at 10:00 AM**. Please meet at the Missaukee County Courthouse, 111 S. Canal St., Lake City MI 49651 promptly at 10:00 AM. Missaukee County Maintenance Supervisor Jeff Lyle will conduct a walk-through of the premises; County Administrator Precia Garland will be present to review and answer questions regarding the RFP document.

II. PERFORMANCE BOND (Surety or Cash Performance Bond)

Surety Performance Bond – (NOTE: Performance Bond will only be required if the awarded bid for this project is \$50,000 or greater. Otherwise, performance bond is not required). As required by Michigan law (the Michigan Contractor’s Bond for Public Buildings or Works Act), the contractor whose bid is accepted shall furnish a performance bond at its own expense with a company acceptable to the county in the full amount (100%) of the award. The bond shall be made payable to Missaukee County. The performance bond shall serve as security for the faithful performance of this contract including any maintenance or warranty provisions and for

the payment of all persons performing labor or furnishing materials in connection with this contract. Premiums for the performance bond shall be paid by the contractor. If at any time the county shall be dissatisfied with any surety or surety bond or performance bond, or if for any other reasons such bond shall cease to be adequate security for the county, the contractor shall within ten (10) days after notice from the county to do so, substitute an acceptable bond in performance and sum and signed by other sureties which are acceptable to the county. The premiums on such substitute bond shall be paid by the contractor. The performance bond shall remain in full force and effect during the life of the contract and during the term of any warranty or maintenance required by the specifications.

The contractor may not commence work until the performance bond has been received and approved by the county.

Cash Performance Bond – Contractor shall be allowed to provide a cash performance bond in lieu of the surety performance bond listed above.

*****All bidders shall include a letter from their bonding agent (labeled Exhibit A) and submit it with their bid documents, indicating that upon award of the contract, they will be able to secure required insurances plus a performance bond (if project bid is greater than \$50,000) and maintenance and guarantee bond.**

III. SPECIFIC INSTRUCTION TO BIDDERS

1. To submit a valid bid, each bidder **must complete and return this entire packet with required attachments and authorized signatures**. Bids by partnerships should be signed with the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and title of the person signing. Proposals by corporations must be signed with the name of the corporation, followed by the signature and designation of the president, vice-president or person authorized to bind it contractually. **Any proposal not properly executed or missing any required information as specified herein will cause the bid to be considered non-responsive and shall be rejected by the county.**
2. To receive consideration, bids must be received prior to the specified time of opening and reading as designated in the invitation.
3. Bidders are required to use the proposal form furnished by the county when submitting their proposal. Envelopes must be **sealed** when submitted and clearly marked on the outside indicating the name of the bid, which is **WINDOW PROJECT BID – MISSAUKEE COUNTY COURTHOUSE**.
4. References in the specifications or description of materials, supplies, equipment, or services to a particular trade name, manufacturer's catalog, or model number are made for descriptive purposes to guide the bidder in interpreting the type of materials or

supplies, equipment or nature of the work desired. They should not be construed as excluding proposals on equivalent types of materials, supplies, and equipment or for performing the work in a manner other than specified.

5. Proposals should be mailed or delivered to the county administrator's office at Missaukee County Courthouse, 111 S. Canal Street, PO Box 800, Lake City MI 49651.
6. Special conditions, if any, included in this document shall take precedence over any conditions listed under General Conditions or Specific Instructions to Bidders.
7. Bodily injury, property damage, liability, and worker's compensation insurance – As part of its bid response, the contractor shall attach copies of valid certificates of insurance as evidence that the contractor carries adequate insurance satisfactory to the county (see Appendix A for required insurance types and minimum liability limits). Upon execution of the contract, contractor shall provide copies of the same insurance, but with the addition of County of Missaukee named as an additional insured party.

IV. GENERAL SPECIFICATIONS/SCOPE OF PROJECT AND SAFETY

Missaukee County is seeking sealed bids from qualified construction contractors for the removal and replacement of specified windows at the Missaukee County Courthouse, located at 111 S. Canal St., Lake City MI 49651.

GENERAL SPECIFICATIONS

1. Contractor shall remove 17 existing windows located throughout first and second floors of the Missaukee County Courthouse. Windows to be removed will be marked. Removal will include sashes, stops and hardware, leaving the existing window frame in place.
2. Contractor shall install 17 replacement windows meeting the following specifications:
 - a. All windows are the same size: 26.5" x 45.5"
 - b. Double-hung with tilt feature for easy cleaning
 - c. Vinyl frame
 - d. Double-pane with earth-tone exterior color or equivalent; white interior
 - e. Low E (with argon gas between panes)
 - f. U-factor between 0.23 – 0.30.
 - g. SHGC \geq 0.37
 - h. Require proof of Energy-Star rating in Michigan
 - i. Windows shall be of high quality – i.e., "Polar Seal" or "Andersen" brands
 - j. Two windows located in restrooms shall have obscured (opaque) glass
3. Windows shall be installed following all manufacturer's installation guidelines. Basic installation procedure will include securing new renovation window into existing window frame, insulation around window with non-expanding foam insulation, and complete caulking (peel out and re-caulk all joints). All windows shall be trimmed inside and out to achieve a complete, aesthetically pleasing finish.

4. Manufacturer's installation guidelines and selected window brand and accompanying specifications shall be submitted with bid, labeled Exhibit D.
5. Contractor shall include a **minimum** manufacturer's twenty (20) year full (non-prorated) warranty and minimum two (2) year installation warranty.
6. Contractor shall clean job site of all work-related debris.

Inspection & Warranty – After the installation is complete, Missaukee County Building Inspector Bob Duvall shall inspect the window installation. Any deficiencies shall be corrected by the contractor and made ready for re-inspection within five (5) working days. Upon acceptance, the warranty shall be promptly issued.

Worker Bathroom Requirements – Contractor's workers may utilize the restrooms located within the Missaukee County Courthouse.

Clean-up – All existing materials removed from courthouse and all other debris generated by the project must be disposed of off-site and in a legal manner.

Where not more specifically described in these specifications, workmanship shall conform to all of the methods and operations of best standards and accepted practices of the trade or trades involved, and shall include all items of fabrication, construction or installation regularly furnished or required for completion of the services. All work shall be performed by personnel skilled in their respective lines of work.

Contractor shall at all times protect the work, buildings, and contents from exposure to rain, wind, snow, sleet, hail, and any other form of natural hazard, and shall take additional precautions for such risk when absent from the work site.

Contractor shall be responsible for insuring products, materials, equipment, used or brought to the project against all risks of loss, including completed operations, loss of use or business interruption. The county will not be responsible for any loss suffered by contractor.

Area around work site shall be cleaned each day before leaving the site. Storage, vehicle and equipment staging, and other ground operations shall be reviewed and approved by the county in advance at all times.

Contractor shall be responsible for damage to the county's premises that may be caused by his work. Contractor shall take all necessary measures to prevent damage to other areas of the building, grounds, and utilities adjacent to his work. Should damage occur as a result of the contractor's work, the contractor is responsible for the repair and/or replacement of the damaged area. Otherwise, the county shall repair and/or replace the damaged area and charge the contractor or deduct the amount from the contractor's payment.

Contractor shall obtain all necessary permits required by laws and regulations, give all required notices, and pay all lawful fees in accordance with requirements for his particular work.

Contractor shall deliver to the county certificates of inspection where such are required. All federal, state and local taxes, when applicable are the responsibility of the contractor and should be included in the bid price. However, the county is tax exempt and state sales taxes should not be included as part of the bid.

Partial payments shall be made at the discretion of the county administrator. The county reserves the right to withhold payments until acceptance of the portion of work completed which is being invoiced. Prior to release of final payment, consent of surety document will be required and signed by the surety company.

SAFETY

The contractor shall perform all work in accordance with the “General Safety Rules and Regulations for the Construction Industry” as promulgated by MIOSHA.

The contractor shall perform all work in accordance with applicable local, state, and federal laws, rules, regulations and zoning and building codes, as well as MIOSHA guidelines in effect at the time of the project. The contractor shall be responsible for providing and for the placement of barricades, tarps, plastic, flag tape, and all other safety/traffic control equipment required to protect the public, employees, surrounding areas, equipment, and vehicles.

The contractor shall provide for the protection of the public, county and all employees working in the Missaukee County Human Services building, and the contractor’s own workers from work-related hazards. Contractor shall also provide notification to the county representative and personnel directly affected by construction of any potentially dangerous situations.

Upon request, contractor shall provide a copy of his written Safety Program for review by the county.

In the event of an emergency affecting the safety of persons or property, contractor shall act immediately to prevent threatened loss or damage. The contractor shall immediately stop any activity or operation affecting safety until the situation is corrected.

V. BID FORM: WINDOW REPLACEMENT PROJECT – MISSAUKEE COUNTY COURTHOUSE

The undersigned hereby declares that the instructions and specifications, including all appendixes, have been carefully examined, and that the window replacement project at the Missaukee County Courthouse will be done for the prices set forth in this bid. It is understood and agreed that all bid prices shall remain in effect for at least one hundred twenty (120) days from the date of the bid opening to allow for the award of the bid and that if chosen the prices bid will remain firm. The undersigned bidder further agrees and understands that Missaukee County reserves the right to reject any and all bids and the right to waive irregularities in bidding if it determines such action to be in the best interest of the county.

Bidding Company _____

Address/City/State/ZIP _____

Phone _____ E-mail _____

Authorized Representative/Title _____

Signature _____ Date _____

1. Removal & replacement of 17 windows as specified \$ _____
2. Indicate window brand and manufacturer’s specifications _____

3. Length of Manufacturer’s Window Warranty (in years) _____
4. Length of time to install (in days) _____
5. Estimated start (in number of days) after receiving notice of bid award _____

Additional Questions required to complete bid form:

1. How is your company organized (corporation, partnership, etc.) and how long have you been in business? List the name and contact information for the owner, president, managing partner or CEO.

2. Give a brief summary of the history of the business.

3. Please provide the name and work experience of the project site supervisor you are assigning to this contract. This supervisor will be the main contact for the county and will oversee contract compliance, timeliness and work quality.

4. List any professional licenses/certifications of the company or employees assigned to this contract as applicable to this project. Please specifically state whether or not your company is **factory certified** to install the windows to be installed via this bid.

5. Has your company had a similar contract terminated for cause within the last three (3) years? If yes, please explain.

6. How are claims handled, such as property damage cause by your operation?

7. Please provide the names, phone numbers and email addresses of at least three commercial construction customers for whom you have installed replacement windows or completed renovation work within the last five years. If possible, these customers should be governmental or public entities:

VI. NON-IRAN LINKED BUSINESS CERTIFICATION

Pursuant to Michigan law (Iran Economic Sanctions Act, Michigan PA 517 of 2012), before accepting any bid or proposal or entering into any contract for goods and services with any prospective vendor, Missaukee County must obtain certification from the vendor that it is not an "Iran-Linked Business."

By signing below, I certify and agree on behalf of the company submitting this form and myself the following: (1) that I am duly authorized to legally bind the company submitting this proposal; (2) that the company submitting this proposal is not an "Iran-Linked Business," as that term is defined in Section 2(e) of the Iran Economic Sanctions Act, Michigan PA 517 of 2012; and (3) that I and the company submitting this proposal will immediately comply with any further certifications or information submissions requested by the county in this regard.

Company Name _____

Authorized Representative _____
(printed name and title)

Signature _____ Date _____

AGREEMENT

THIS AGREEMENT, made this _____ day of _____ 2018 by and between Missaukee County, a municipal corporation and _____ doing business as an (individual), or (a partnership), or (a corporation) hereinafter called "Contractor,"

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence and complete the construction of:

**WINDOW REPLACEMENT PROJECT AT MISSAUKEE CO. COURTHOUSE,
111 S.CANAL ST., LAKE CITY**

2. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor, and other service necessary for the construction and completion of the PROJECT described herein.
3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS within 5 (five) calendar days after the date of the NOTICE TO PROCEED and will complete the same on or before June 30, 2018 unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.
4. The CONTRACTOR agrees to perform all WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of \$ _____ or as shown in the BID schedule.
5. The term "CONTRACT DOCUMENTS" means and includes the following:
 - (A) General Conditions
 - (B) Performance Bond (if applicable)
 - (C) Specific Instructions to Bidders
 - (D) General Specifications/Scope of Project & Safety
 - (E) Bid Proposal Form
 - (F) Non-Iran Linked Business Certification
 - (G) Agreement
 - (H) Appendix A – Insurance Requirements
 - (I) Appendix B – Bidder's Checklist
 - (J) Appendix C – MSDS Sheets
 - (K) Appendix D – Window Manufacturer's Installation Guidelines

6. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the GENERAL CONDITIONS such amounts as required by the CONTRACT DOCUMENTS.
7. This AGREEMENT shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in two (2) copies each of which shall be deemed an original on the date first above written.

OWNER: Missaukee County

BY _____

Name Frank Vanderwal

Title Chairman, Missaukee Co. Board of Commissioners

WITNESS _____

Name _____
(please print)

CONTRACTOR:

BY _____

Name _____
(please type)

Address _____

WITNESS _____

Name _____
(please print)

Appendix A – Insurance Requirements

Upon notice of bid award, the successful bidder shall provide proof of insurance that includes the following specifications and follows this general form:

This is to certify that the following endorsement is part of the policies described below:

NAMED INSURED (CONTRACTOR)	COMPANIES OFFERING COVERAGE
ADDRESS	A. B. C.

It is hereby understood and agreed that the County of Missaukee, its county commission and each member thereof and every officer and employee of the county shall be named as joint and several assureds with respect to claims arising out of the following project:

WINDOW REPLACEMENT PROJECT– MISSAUKEE COUNTY COURTHOUSE

It is further agreed that the following indemnity agreement between the county of Missaukee and the named insured is covered under this policy: Contractor agrees to indemnify, hold harmless and defend county, its county commission and each member thereof and every officer and employee of county from any and all liability or financial loss resulting from any suits, claims, losses or actions brought against and from all costs and expenses of litigation brought against county, its county commission and each member thereof and any officer or employee of county that results directly or indirectly from the wrongful or negligent actions of contractor’s officers, employees, agents or others employed by Contractor while engaged by contractor in the performance of this agreement.

The contractor, or any of its subcontractors, shall not commence work under this contract until it has attained the insurance required below and shall keep such insurance in force during the entire life of this contract. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan and acceptable to Missaukee County. The requirements below should not be interpreted to limit the liability of the contractor. All deductibles and self-insured retentions are the responsibility of the Contractor.

The Contractor shall procure and maintain the following insurance coverage:

1. Workers Compensation Insurance including Employer’s Liability Coverage, in accordance with all applicable statutes of the State of Michigan
2. Commercial General Liability Insurance on an “occurrence basis” with limits of liability not less than \$1 million per occurrence and aggregate. Coverage shall include the following extensions: (a) Contractual Liability Coverage; (b) Products and Completed Operations Coverage; (c) Independent Contractors Coverage; (d) Broad Form General Liability Extensions or equivalent, if not already included.

3. Automobile Liability including Michigan No-Fault Coverages, with limits of liability not less than \$1 million per occurrence, combined single limit for Bodily Injury, and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
4. Additional Insured – Commercial General Liability and Automobile Liability, as described above, shall include an endorsement stating the following shall be Additional Insureds: Missaukee County, all elected and appointed officials, all employees and volunteers, all boards, commissioners, and/or authorities and board members, including employees and volunteers thereof. It is understood and agreed by naming Missaukee County as additional insured, coverage afforded is considered to be primary and any other insurance Missaukee County may have in effect shall be considered secondary and/or excess.
5. Cancellation Notice – All policies, as described above, shall include an endorsement stating that it is understood and agreed that a ten (10) day notice for non-payment of premium is required and a thirty (30) day notice is required for non-renewal, reduction, and/or material change, shall be sent to: County Administrator, Missaukee County, 111 S. Canal Street, PO Box 800, Lake City MI 49651.
6. Proof of Insurance Coverage – The contractor shall provide Missaukee County at the time that the contracts are returned by him/her for execution, a Certificate of Insurance as well as the required endorsements.

If any of the above coverages expire during the term of this contract, the contractor shall deliver renewal certificates and endorsements to Missaukee County at least ten (10) days prior to the expiration date.

*****Proof of Insurance or Insurability Required with Bid Submission**

If the required insurance (with the exception of the Additional Insured endorsement) is already in place, please include a copy of the Certificate of Liability Insurance with your bid. However, if required insurance is not already in place when submitting bid, contractors shall include a letter from their insurance agent (labeled Exhibit B) indicating that they will be able to secure a Certificate of Liability Insurance upon award of the contract.

Appendix B – Bidder’s Checklist

√	Checklist Items
	1. Completely reviewed this Invitation to Bid document and understand all requirements. Must return this full Invitation to Bid packet with completed bid forms and required attachments.
	2. Calendar check – bid must be submitted by Monday, April xx at 4 PM.
	3. Calendar check – must attend mandatory pre-bid meeting on March xx.
	4. Required attachment - letter from bonding agent indicating ability to secure a performance bond and maintenance/guarantee bond, labeled Exhibit A.
	5. Completed required bid form (pp 9-10) and returned within entire Invitation to Bid Packet.
	6. Completed required non-Iran linked business certification form and returned with entire Invitation to Bid Packet.
	7. Required attachment – proof of insurance or proof of insurability from insurance agent, labeled Exhibit B.
	8. Required attachment – all MSDS sheets related to materials to be installed as part of this project, labeled Exhibit C.
	9. Required attachment – window manufacturer’s installation guidelines, selected window brand and accompanying specifications, labeled as Exhibit D.