

November 22, 2022

TO: ALL INTERESTED CONTRACTORS

RE: REQUEST FOR PROPOSAL-THOMAS TOWNSHIP NATURE CENTER WINDOWS AND DOOR BIDS

You are hereby invited to submit a sealed proposal to provide Thomas Township with windows and doors at the Thomas Township Nature Center located at 6660 Gratiot Road, Saginaw 48609 in accordance with the attached specifications.

Sealed proposals, subject to the specifications contained herein and attached hereto, will be received at the Thomas Township Municipal Office at 249 N. Miller Road, Saginaw 48609 until, but not later than 2:00 pm Friday, December 16, 2022, then publicly opened at that time. Each proposal must be addressed and properly marked with "Nature Center Windows and Doors" listed on the outside of the envelope, including the vendor's name and address.

It will be the responsibility of each vendor to assure that their proposal as submitted is complete as outline in the RFP and that all items proposed meet minimum specifications.

A pre-proposal/site tour will be provided as below:

Thursday, December 1, 2022 at 11 am

Thomas Township Nature Center

6660 Gratiot Road, Saginaw, MI 48609

If there is a conflict with the site tour date and time or to request additional information, contact Lynda Thayer, Nature Center and Preserve Coordinator at naturecenter1@thomastwp.org

All parties submitting proposals hereby understand and acknowledge that such proposals to Thomas Township are with recognition that Thomas Township is or may be receiving other offers and that Thomas Township reserves the right to accept the lowest and/or best offer, as well as the right, in its sole option, to reject any and all offers or to waive any formality or technicality in any offer for any reason or no reason.

Sincerely,

Lynda Thayer

Thomas Township Nature Center and Preserve Coordinator

THOMAS TOWNSHIP

Request for Proposals

Thomas Township Nature Center-Window and Door Replacement Project

6660 Gratiot Road, Saginaw, MI 48609



Pre-Proposal/Site Tour

Thursday, December 1 at 11:00 am

Thomas Township Nature Center

Sealed Proposals Due:

Friday, December 16, 2022 at 2:00 pm

Sealed Proposals must be delivered to:

Attn: Lynda Thayer, Nature Center and Preserve Coordinator

Thomas Township Municipal Office

249 N. Miller Road

Saginaw, MI 48609

(989) 781-0151

I. Introduction:

Thomas Township is seeking proposals from experienced and qualified Contractors to replace and add windows and doors at the Thomas Township Nature Center, located at 6660 Gratiot Road, Saginaw, MI 48609.

II. GENERAL INFORMATION & TERMS AND CONDITIONS:

1. Before submitting a proposal, a pre-proposal/site tour to be held on **Thursday, December 1, 2022 at 11:00 am**. Contractors must report to the Thomas Township Nature Center at 6660 Gratiot Road, Saginaw, MI 48609. Attendance is highly recommended to give contractors a clear understanding of the conditions under which the work is to be performed. Site tour will be conducted by Nature Center and Preserve Coordinator, Lynda Thayer. **Please contact Lynda via email at: naturecenter1@thomastwp.org or (989) 205-3478 if an alternative time is needed.**
2. Submittals in two (2) copies (one copy shall be marked “original”), bearing the title “RFP Nature Center Window and Door Replacement” will be received no later than 2:00 pm local time prevailing on Friday, December 16, 2022 at the:
Thomas Township Municipal Office
attn: Lynda Thayer, Nature Center and Preserve Coordinator
249 N. Miller Road
Saginaw, MI 48609
3. Time is of the essence and any proposal or addenda pertaining thereto received after the announced time and date for submittal, whether by mail or otherwise, will be rejected. It is the sole responsibility of the Proposer for ensuring that their proposals are received at the Thomas Township Municipal Building on or before date. This is also the designated time and place for opening the proposals. Proposals and/or any addenda pertaining thereto, received after the announce time and date of receipt, by mail or otherwise, will be returned. However, nothing in this RFP precludes Thomas Township from requesting additional information at any time during the procurement process.
4. Nothing herein is intended to exclude any responsible Contractor or in any way restrain or restrict competition. On the contrary, all responsible Contractors are encouraged to submit proposals.
5. **AUTHORITY TO BIND FIRM IN CONTRACT:** Proposers **MUST** provide full firm name and address. Failure to manually sign proposal may disqualify it. Firm name and authorized signature must appear in the space provided on the enclosed Pricing Sheet.
6. If you desire not to respond to the RFP, please forward your acknowledgment of **NO** Proposal **SUBMITTED** to Thomas Township. Failure to comply may be cause for removal of your company’s name for the vendor list for subject commodity.
7. **MINORITY PROPOSERS:** Thomas Township encourages all businesses, including minority and women-owned businesses to respond to all Requests for Proposals.

8. **ADDITIONAL INFORMATION REQUESTED:** Please indicate if your firm has been cited and/or fined within the last five (5) years by any Federal, State, or Local regulatory agency. If so, please provide the following information:

- Date
- Identify the agency issuing the citation or fine
- Description of the violation
- Final rulings of agency

9. **NONDISCRIMINATION CLAUSE:** The Proposer who is selected as the Contractor, as required by law, and/or the Equal Opportunity Employment and Non-Discrimination Policy of Thomas Township, shall not discriminate against an employee or applicant for employment with respect to hir, tenure, terms, race, color, religion, sex, sexual orientation, gender identity, nation origin, disability, height, weight, marital status, age or political affiliation (except where age, sex, or lack of disability constitutes a bona fide occupational qualification).

The Contractor shall adhere to all applicable Federal, State, and local laws, ordinances, rules, and regulations prohibiting discrimination, including but not limited to, the following:

- The Elliott-Larsen Civil Right Act, 1976 PA 453, as amended.
- The Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended.
- Section 504 of the Federal Rehabilitation Act of 1973, P. L. 93-112, 87 Stat. 394, as amended, and regulation promulgate there under.
- The Americans with Disabilities Act of 1990, P. L. 101-336, 104 Stat 328 (42 US§12101 etseq) as amended, and regulations promulgated there under.
- Davis Bacon Act, Public Act 107-217-AUG. 21, 2002 [as amended] providing for Prevailing Wages and benefits by the Department of Labor, State of Michigan, for the trades employed on this project. (This applies to projects that exceed \$50,000)

Breach of this section shall be regarded as a material breach of the agreement.

10. **INDEMNIFICATION AND HOLD HARMLESS:** The Proposer who is selected as the Contractor shall, at its own expense, protect, defend, indemnify, save and hold harmless Thomas Township and its elected and appointed officers, employees, servants and agents from all claims, damages, lawsuits, costs and expenses including, but not limited to, all costs from administrative proceedings, court costs and attorney fees that Thomas Township and its elected and appointed officers, employees, servants and agents may incur as a result of the acts, omissions or negligence of the Contractor or its employees, servants, agents or subcontractors that may arise out of the agreement.

The Contractor's indemnification responsibility under this section shall include the sum of damages, costs and expenses which are more than the sum of damages, costs and expenses which are paid out on behalf of or reimbursed to the Township, its officers, employees, servants, and agents by the insurance coverage obtained and/or maintained by the Contractor.

11. **INSURANCE:** The Contractor shall purchase and maintain insurance not less than the limits set forth below. All coverage shall be with insurance companies licensed and admitted doing business in the State of Michigan and with insurance carriers acceptable to Thomas Township.

- **Worker's Disability Compensation Insurance** including Employers Liability Coverage in accordance with all applicable Statutes of the State of Michigan.
- **Commercial General Liability Insurance** on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence and/or aggregate combined single limit. Coverage shall include the following: (A) contractual liability; (B) products and completed operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Endorsement or Equivalent.
- **Motor Vehicle Liability Insurance**, including Michigan No-Fault Coverage, with limits of liability of not less than \$1,000,000 per occurrence combined single limit Bodily Injury and Property Damage
Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
- **Additional Insured** - Commercial General Liability Insurance, as described above, shall include an endorsement stating the following shall be "Additional Insured's". Thomas Township, all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof.
- **Cancellation Notice** - All insurances described above shall include an endorsement stating the following: "It is understood and agreed that thirty (30) days advanced written notice of cancellation, non-renewal, reduction and/or material change shall be sent to: Thomas Township, Attn. Lynda Thayer, 249 N. Miller Road, Saginaw, MI 48609."
- **Proof of Insurance** - The vendor shall provide to Thomas Township at the time the contracts are returned by it for execution, two (2) copies of certificates of insurance for each of the policies mentioned above. If so requested, certified copies of all policies will be furnished.

12. **RIGHT OF REJECTION:** Thomas Township reserves the right to reject any or all proposals, to waive any informalities or irregularities in proposals, and/or to negotiate separately the terms and conditions of all or any part of the proposals as determined to be in the Township's best interests in its sole discretion.

13. **STANDARD FORMS:** Any preprinted contract forms the vendor proposes to include as part of the contract resulting from this RFP must be submitted as part

of the proposal. Any standard contract provisions not submitted as part of the proposal and subsequently presented for inclusion may be rejected. Thomas Township reserves the right to accept or reject in whole or in part any form contract submitted by a vendor and/or to require that amendments be made thereto, or that an agreement drafted by Thomas Township be utilized.

14. ADVISE OF OMISSION OR MISSTATEMENT: In the event it is evident to a vendor responding to this RFP that Thomas Township has omitted or misstated a material requirement to this RFP and/or the services required by this RFP, the responding vendor shall advise Lynda Thayer, Nature Center and Preserve Coordinator at (989) 781-0151 of such omission or misstatement.
15. COST OF PREPARATION: Thomas Township will not pay any costs incurred in the proposal preparation, printing, or demonstration process. All costs shall be borne by the vendors.
16. NOTIFICATION OF WITHDRAWAL OF PROPOSAL: Proposals may be withdrawn prior to the date and time specified for proposal submission with a formal written notice by an authorized representative of the vendor. Proposals submitted will become the property of Thomas Township after the proposal submission deadline.
17. RIGHTS TO PERTINENT MATERIALS: All responses, inquires, and correspondence relating to this RFP and all reports, charts, displays, schedules, exhibits, and other documentation produced by the vendors that are submitted as part of the proposal shall become the property of Thomas Township after the proposal submission deadline.
18. BONDING: The Contractor awarded the bid will be required to provide a Payment and Performance Bond for this project if the bid exceeds \$50,000. All costs for the Bond must be included in your bid.
19. FIRM PRICING FOR COUNTY ACCEPTANCE: Proposal price must be firm for Thomas Township acceptance for ninety (90) days from Proposal opening date.
20. REFERENCES: All Proposers must submit at least three (3) references of past projects within the past three (3) years similar in nature both historically and technically to this proposed project. This list shall include company name, person to contact, address and telephone number.
21. SUPPORTING DOCUMENTATION: All proposals must include detailed product information, supplier information, data sheets and any other supporting documentation to provide Thomas Township with as much information as possible to provide for a decision as to award of contract.

22. WARRANTY: All proposal responses must include a warranty statement which includes length of warranty, what items are covered, warranty limitations, response time when service is requested, and provide whether there are any expenses which will be incurred by Thomas Township during the warranty period, including, but not limited to travel expenses for technician(s).
23. SUBCONTRACTOR'S: All proposal responses must include a list of any subcontractors who will be working on this project, including a description of work to be performed. All Subcontractors are subject to the same terms and conditions of the Contract.
24. PROJECT TIMELINE: All proposal responses must include a project timeline showing project status starting with award to completion.
25. BASIS FOR AWARD: Contract award will be made to the lowest responsive and responsible Proposer on a total cost basis. Thomas Township reserves the right to negotiate with the lowest responsive and responsible Proposers if all Proposals exceed budget.
26. CONTRACT APPROVAL: The Thomas Township Board must approve the contract resulting from this solicitation. This process typically takes one-two weeks from the date the successful Contractor is identified. Thomas Township will prepare a formal contract specific to this solicitation for execution by the successful Contractor.
27. ADDENDA: In the event it becomes necessary to revise any part of the RFP, addenda will be provided to all prospective Contractors who have attended the mandatory pre-bid conference. Addenda will be submitted electronically. The issuance of a written addendum is the only official method whereby interpretation, clarification, or additional information can be given. Deadlines for submission of RFP's may be adjusted to allow for revisions.
28. FURTHER INFORMATION: Questions about the Proposal process shall be directed to Lynda Thayer, Nature Center and Preserve Coordinator, at (989) 205-3478, or by E-mail to naturecenter1@thomastwp.org.

III. Scope of Work

Thomas Township solicits interested and qualified commercial Contractor's to submit proposals for entering into an agreement for the purposes of adding and replacing windows and doors.

Bid 1:

- ▶ Furnish and install one (1) aluminum framed, glass fixed storefront window, measuring 84-inches wide and 48-inches high on the north wall of building, east side.
- ▶ Furnish and install one (1) aluminum framed, glass fixed storefront window, measuring 84-

inches wide and 48-inches high on the north wall of building, west side.

- ▶ Furnish and install a 72-inches wide and 48-inches tall double store front aluminum door and frame on the north side of the building, including ADA rated commercial automatic swing door opener with pushbutton operation and lockset.
- ▶ Replace currently installed 72-inches wide and 84-inches tall double storefront aluminum door and frame on south side of the building, including ADA rated commercial automatic swing door opener with pushbutton operation and lockset.
- ▶ Replace eight currently installed, double paned storefront windows, four on the north side and four on the south side. Four bottom windows measure 48"x46.5", while the four top windows are irregular shaped-48" wide, 80" tall on one side, 96" tall on the other. Measurements are approximate, contractor must use own measurements.

Bid 2: Same work as Bid 1, but instead of replacing the eight currently installed, double paned storefront windows, resealing eight windows.

- ▶ Furnish and install one (1) aluminum framed, glass fixed storefront window, measuring 84-inches wide and 48-inches high on the north wall of building, east side.
 - ▶ Furnish and install one (1) aluminum framed, glass fixed storefront window, measuring 84-inches wide and 48-inches high on the north wall of building, west side.
 - ▶ Furnish and install a 72-inches wide and 48-inches tall double store front aluminum door and frame on the north side of the building, including ADA rated commercial automatic swing door opener with pushbutton operation and lockset.
 - ▶ Replace currently installed 72-inches wide and 84-inches tall double storefront aluminum door and frame on south side of the building, including ADA rated commercial automatic swing door opener with pushbutton operation and lockset.
 - ▶ Reseal eight currently installed, double paned storefront windows, four on the north side and four on the south side.
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- ▶ All Areas to be completed and all Debris Removed by Contractor. Work to be performed during normal and/or weekend working hours.
 - ▶ Contractor is responsible for any permits, dumpster, clean up, man lifts, safety equipment required for MIOSHA compliance.
 - ▶ Must include Warranty Information (Craftsman/Material)

**It is the responsibility of each contractor to assure that their proposal as submitted is complete as outlined in this RFP and that all items proposed meet minimum specifications. All proposals submitted must include all costs for labor, materials, supplies, permits, equipment, insurance, travel, etc. for the work as outlined in this RFP.

2. REGULATORY REQUIREMENTS:

- The Contractor shall comply with all applicable Federal, State, and local laws, ordinances, rules, and regulations pertaining to the performance of the work specified herein.

- The Contractor shall obtain all permits, licenses, and certificates, or any such approvals of plans or specifications as may be required by Federal, State, and local laws, ordinances, rules, and regulations, for the proper execution and completion of the work specified herein.

3. DELIVERY, STORAGE, AND HANDLING:

- Deliver only new products in the manufacturer's original containers, dry, undamaged, with seals and labels intact.
- Store products in weather protected environment, clear of ground and moisture.

4. WARRANTY:

- Provide the equipment manufacturer standard warranty including any detailed documentation.

5. USE OF PREMISES:

- The Contractor is to repair or replace to the full satisfaction of Thomas Township or reimburse Thomas Township for damages to Township-owned facilities caused by the Contractor, because of the performance of the work specified herein.
- During the progress of the work specified herein, the Contractor shall keep the premises free from the accumulation of waste materials, rubbish, and other debris resulting from the work. At the completion of the work, the Contractor shall remove all waste materials, rubbish, and debris from and about the premises as well as all tools, appliances, construction equipment, machinery, and surplus materials. The Contractor shall leave the site clean and ready for use by Thomas Township.

6. SAFETY AND PROTECTION:

- The Contractor and its Subcontractors shall be solely and completely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. The Contractor shall take all necessary protection to prevent injury to all employees on the work site and other persons including, but not limited to, the public who may be affected thereby.
- The Contractor and its Subcontractors, performing services for Thomas Township are required and shall comply with all Occupational Safety and Health Administration (OSHA), State and County Safety and Occupational Health Standards and any other applicable rules and regulations.
- Under no circumstances shall any tools of any kind or materials being used be left

unattended. Thomas Township will make arrangements for lock up of items.

- If the work to be performed under this contract requires the use of any product which contains any ingredient that could be hazardous or injurious to a person's health, a Material Safety Data Sheet (MSDS) must be submitted to the Thomas Township prior to commencement of work.
- The Contractor's employees shall wear appropriate safety gear, uniforms, and footwear that comply with all legal requirements including, but not limited to, OSHA (Occupational Safety and Health Administration) requirements.

7. PERMITS:

- It shall be the responsibility of the successful Contractor to secure any necessary permits.

8. WORKMANSHIP AND INSPECTION:

- All work under the resulting contract shall be performed in a skillful and workmanlike manner, and according to applicable manufacturer's specifications and or applicable code.
- Work must be scheduled in cooperation with the Project Director Representative to ensure minimal disturbance of work activities.
- Thomas Township may, from time to time, make inspections of the work performed under this contract. Any inspection by Thomas Township does not relieve the Contractor from any responsibility regarding defects or other failures to meet the contract requirements.

PROPOSERS DATA SHEET

(Please type or print clearly in ink only)

RFP-Thomas Township Nature Center Window and Door Replacement Project

****TO BE COMPLETED BY PROPOSERS AND SUBMITTED WITH PROPOSAL****

QUALIFICATIONS OF PROPOSERS: The Contractor shall have the capability and capacity in all respects to fulfill the contractual requirements to the satisfaction of Thomas Township.

Indicate the length of time you have been in business as a company providing the type of service required for this contract.

_____ Years _____ months

Provide a minimum of three (3) references that may substantiate your past work performance and experience in the type of work required for this contract.

Name, Address, Phone Number, Scope of Services Performed and Contact Person

1.

2.

3.

PRICING SHEET

(Please type or print clearly in ink only)

RFP-THOMAS TOWNSHIP NATURE CENTER AND PRESERVE
WINDOW AND DOOR REPLACEMENT PROJECT

****TO BE COMPLETED BY PROPOSERS AND SUBMITTED WITH PROPOSAL****

Bid 1: Total Cost to Provide Labor & Materials as described herein: (All projects over \$50,000 are subject to Prevailing Wages and a Payment & Performance Bond)

\$\$ _____ - _____

Bid 2: Total Cost to Provide Labor & Materials as described herein: (All projects over \$50,000 are subject to Prevailing Wages and a Payment & Performance Bond)

\$\$ _____ - _____

Company Name: _____

1. Company Address: _____

2. Company Phone: _____

3. Contact Name/Title: _____

4. Contact Phone/Email: _____

5. Name and title of person authorized to sign on behalf of your company:

6. Signature/date:

SIGNATURE SHEET

(Please type or print clearly in ink only)

RFP-THOMAS TOWNSHIP NATURE CENTER WINDOW AND DOOR
REPLACEMENT PROJECT

****TO BE COMPLETED BY PROPOSERS AND SUBMITTED WITH PROPOSAL****

My signature certifies that the Proposal as submitted complies with all Terms and Conditions as set forth in this RFP. My signature also certifies that the accompanying Proposal is not the result of, or affected by, any unlawful act of collusion with another person or company engaged in the same line of business or commerce.

I hereby certify that I am authorized to sign as a Representative for the Firm:

Complete Legal Name of Firm:

Order from Address:

Remit to Address:

Fed ID No.:

Signature:

Name (type/print):

Title:

Telephone: () _____ Fax No.: () _____

Email: _____

Date: _____

