

HOUSING AUTHORITY OF UTAH COUNTY  
WEATHERIZATION ASSISTANCE PROGRAM  
257 East Center Street  
Provo, Utah 84606  
(801) 344-5184

LEGAL NOTICE  
WINDOW VENDORS

Notice is hereby given that the Housing Authority of Utah County/Weatherization Assistance Program is requesting proposals from vendors to supply double pane vinyl windows (replacement) for use in the Weatherization Assistance Program in the Mountainland region.

Interested vendors should obtain a bid packet containing a Request for Proposal and standards from the Housing Authority of Utah County/Weatherization Assistance Program, 257 East Center Street, Provo, Utah 84606. Bid packets are available starting February 13, 2012. All proposals must be received at the Weatherization office no later than 5:00 PM February 27, 2012.

The Housing Authority of Utah County Weatherization Assistance Program reserves the right to reject any and all bids and waives informality in the bidding process.

Eric Jorgensen  
Energy and Asset Manager  
Housing Authority of Utah County

**Sealed Bids must be received in our office at 257 East Center Street, Provo, Utah 84606 by 5:00 PM February 27, 2012.**

**Public bid opening will be at 5: 15 PM February 27, 2012 in our office located at 257 East Center Street, Provo, Utah 84606.**

Run Dates: 02/12/2012, 02/20/2012

HOUSING AUTHORITY OF UTAH COUNTY  
WEATHERIZATION ASSISTANCE PROGRAM

**REQUEST FOR PROPOSAL**

The following items will be considered by the Housing Authority of Utah County / Weatherization Assistance Program in evaluating proposals from vendors to supply replacement windows, Insulated units, and glass for the Low-Income Weatherization Program in the Mountain land area for a three year period.

◆ **Product Standards:**

All replacement windows purchased by the Weatherization Assistance Program must meet or exceed the appropriate Federal Performance Requirements. U-factor for all fenestration products (windows doors, skylights) shall include the effects of glass sash and frame and shall be determined in accordance with the National Fenestration Rating Council (NFRC) 100.

The product shall be labeled for U-factor and certified by the manufacturer in accordance with the NFRC Product Certification Program. Solar Heat Gain Coefficient (SHGC) for all fenestration products (windows, doors, skylights) shall include the effects of glass, sash and frame and shall be determined in accordance with National Fenestration Rating Council (NFRC) 200.

The product shall be labeled for SGHC and certified by the manufacturer in accordance with the NFRC Product certification Program. Visible Light Transmittance for all fenestration products (windows, doors, skylights) shall include the effects of glass, sash, and frame and shall be determined in accordance with National Fenestration Rating Council (NFRC) 300.

The product shall be labeled for Visible Light Transmittance and certified by the manufacturer in accordance with the NFRC Product Certification Program. Air leakage for all fenestration products (windows, doors, skylights,) shall include the effects of glass, sash, and frame, and shall be determined in accordance with National Fenestration Council (NFRC) 400. The product shall be labeled for Air Leakage and certified by the manufacturer in accordance with the NFRC Product Certification Program.

All windows will need to comply with the information contained in Attachment A: Standards for Vinyl Replacement Windows. All applicable testing laboratory certifications must accompany the submitted proposals. A copy of the applicable Federal Standards is available for inspection at the Housing Authority Office.

**All windows shall be double-pane vinyl, with a U-value of .30 or less, and minimum frame thickness of 2 ¾ inches.**

◆ **Price:**

A price list, which will allow the weatherization staff to determine individual costs of custom-size replacement windows, must accompany all proposals for each of the following types of windows.

- A) Replacement Single Hung
- B) Replacement Horizontal Sliding Vent (XO and XOX styles)
- C) Replacement Onelite/Picture Window

**Price list should also contain a flat rate for the labor costs for the installation of windows.** This cost will be considered as an extra item for future consideration as the need warrants it.

◆ **Delivery:**

Consideration will be given regarding the costs involved for on-site to HAUC/WAP warehouse delivery of window orders,

◆ **Lead Time:**

Give the minimum and maximum number of working days required to complete and deliver window orders

◆ **Billing and Payment:**

State whether billings will be by job invoice or monthly statement, and what discounts, if any apply. All billings submitted to this agency must itemize the material and labor (if any) costs associated with the purchase.

◆ **Window Quality:**

Identify the product features stated below as they pertain to replacement windows on the submitted bid.

Yes No Interlocking Sashes

Yes No Color (Specify any Additional Options)

Yes No Replaceable Weatherstripping

\_\_\_\_\_ Type of weatherstripping (vinyl, mohair, etc.)

\_\_\_\_\_ Warrantee period on glazing

\_\_\_\_\_ Warrantee period on frames

\_\_\_\_\_ Other (Please Elaborate)

◆ **Order Placement:**

State the manner in which orders may be placed (i.e., will orders be picked up at the Weatherization office, should they be delivered to the vendor's office, can orders be given by phone. Fax, Email, etc.)

◆ **Glass:**

Glass purchases are for and for custom sizes. Please state the prices for the following standard strengths of glass per sq ft price:

- A) Single Strength
- B) Double Strength
- C) Tempered
- D) Plate

**ATTACHMENT A**

**STANDARDS FOR VINYL REPLACEMENT WINDOWS**

Rigid vinyl frame windows Conformance to

AAMA/NWWDA\*

ASTM\*\* D4726-00

NFRC\*\*\* 100,200,300,400

\* AAMA/NWWDA indicates American Architectural Manufacturers Association/National Wood Window & Door Association.

\*\* ASTM indicates American Society for Testing and Materials.

\*\*\* NFRC indicates National Fenestration Rating Council.

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**Typical window orders range from a low of 10 to a high of 150 per month. However we cannot guarantee any order amounts, window sizes, or delivery dates. Therefore proposal information will be used to select vendors on a per order basis.**

The procurement policies governing any and all bidding processes and procedures for the Housing Authority of Utah County are available for review by any potential bidder at the agency office during normal working hours.

Any and all orders will be granted based on the above listed factors at the discretion of the Housing Authority of Utah County.

WEATHERIZATION ASSISTANCE PROGRAM  
CONTRACT FOR WINDOWS

This agreement entered into this \_\_\_\_ day of \_\_\_\_\_, 2012 by and between \_\_\_\_\_ (herein called "Vendor") and the Weatherization Assistance Program (herein called "Agency") of the Housing Authority of Utah County.

WITNESSETH THAT:

The Agency has engaged the Vendor to render professional services in the area of providing new replacement windows in existing dwellings. The services rendered by the Vendor shall consist of complying with the attached bid that was submitted and accepted by the Agency.

NOW THEREFORE, the parties do hereto mutually agree as follows:

1. **Period of Service:** The period of this agreement shall be from \_\_\_\_\_ day of \_\_\_\_\_, 2012 to the \_\_\_\_\_ day of \_\_\_\_\_, 2015. This agreement and the Agency obligations hereunder are expressly contingent upon appropriate funds being budgeted to therefore.
2. **Scope of Services:** The Vendor agrees to render only such services as instructed by the Agency on a signed Apurchase order@ form. Any additional work performed on an Agency approved dwelling over and above that directed by the Agency shall be considered to be unauthorized, and the Agency will not be obligated to compensate the Vendor for such service.
3. **Compensation:** The Agency agrees to pay the Vendor for all services rendered as set forth in paragraph 2, and any related services set forth in contract addendum as deemed necessary.  
It is expressly understood that the Vendor must bill the Agency only for materials purchased and / or work completed. It is also understood that the format of the billing invoice must reference each homeowner or tenant=s name, and the number of the purchase order.  
All window sizes, quantities and color shall be verified at time of delivery as per project purchase order. If order is found to be deficient, payment will be withheld until deficiency has been corrected. Payment should be made no later than thirty (30) days from receipt of authorized billing invoice.
4. **Performance and Workmanship:** The Vendor agrees to adhere to the response times and workmanship guarantees included within the approved bid unless any changes are mutually agreed upon and amendments added to the contract between the Vendor and the Agency.
5. **Delivery Date:** The Vendor agrees to have all windows completed and delivered according to the bid narrative submitted to the Agency. Any delays in delivery or completion of windows can be considered by the Agency to be a breach of this contract and cause for termination of said contract.
6. **Liability Insurance:** The Vendor agrees to the responsibility of acquiring General liability insurance before any work is commenced in the minimum amount of \$2,000,000.00. Vendor will also provide proof of Workers Compensation insurance.

7. **Termination of Contract for Cause:** If, through any cause, the Vendor shall fail to fulfill in a timely and proper manner his obligations under this contract, or if the Vendor shall violate any of the covenants, agreements, or stipulations of this contract, the Agency shall thereupon have the right to terminate this Contract, if such default or violation is not corrected within fifteen (15) days after submitting written notice to the Vendor describing such default or violation.

Notwithstanding the above, the Vendor shall not be relieved of liability to the Agency for damages sustained by the Agency by virtue of any breach of the Contract by the Vendor. The Agency may withhold any payment to the Vendor for the purpose of offset until the exact amount of damages due the Agency from the Vendor is determined.

8. **Termination for Convenience of Agency:** The Agency may terminate this Contract at any time by submitting a notice in writing from the Agency to the Contractor thirty (30) days in advance of the date desired for termination. If the Contract is terminated by the Agency, as provided herein, the Vendor will be paid an amount equal to the amount of windows that have been satisfactorily completed but not previously paid for. If this Contract is terminated due to the fault of the Vendor, Section 7 shall apply.
9. **Termination for Convenience of Vendor:** The Vendor may terminate this contract at any time by submitting a written notice of termination thirty (30) days in advance of the date desired for termination.
10. **Changes:** The Agency or Vendor may from time to time, request changes in the scope of the services to be performed hereunder. Such changes, including any increase or decrease in the amount of the Vendor's compensation, which are mutually agreed upon by and between the Agency and the Vendor, shall be incorporated through a written amendment to this contract. The Vendor's compensation will be reviewed and adjusted only on an annual basis.
11. **Drug Free Policy:** The Vendor agrees to initiate and enforce a specific policy regarding illegal drug use. This policy must be reviewed and approved by the Agency. A copy of this policy will be kept on file at the Housing Authority of Utah County.
12. **Equal Employment Opportunity:** There shall no discrimination against any employee who is employed in the work covered by this Contract, or against any applicant for such employment, because of race, color, religion, sex, or national origin. This provision shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Vendor shall insert a similar provision in any subcontracts for services covered by the Contract.
13. **Independent Vendor:** The Vendor shall be an independent vendor and, as such shall have no authorization, expressed or implied, to bind the Department of Energy, the State of Utah, the Utah Office of Energy Services, or the Agency to any agreement, settlement, liability, or understanding whatsoever, nor to perform any acts as agent for the State of Utah, except as herein expressly set forth.
14. **Indemnity Clause:** The Vendor agrees to indemnify and hold harmless the Department of Energy, the State of Utah, the Utah Office of Energy Services, the Agency, and their officers, agents, and employees from and against any and all losses, damages, injury liability, and claims therefore, including claims for personal injury or death, damages to personal property and liens of workmen or material men, howsoever

caused, resulting directly or indirectly from the performance of this agreement by Contractor.

15. **Retention of Records:** As required by DOE, DHCD and the Agency, all financial records, supporting documents, statistical records and all other pertinent to this contract shall be retained by the Contractor for a period of no less than three years after the contract terminates, or until any and all audits of said records initiated within the three year period has been completed whichever is later. At any time during normal business hours and as the Agency, DHCD, related federal or state agencies and / or representatives of the comptroller General of the United States may deem necessary, there shall be made available to the Agency and its representatives, related federal, state or local agencies, and / or representatives of the Comptroller General for examination of all of the records with respect to any and all matters covered by this contract , and will permit the Agency, related federal, state or local agencies and / or the Comptroller General to audit, examine and make transcripts from such records, personnel or conditions of employment and any other data relating to all matters covered by this contract.

16. **Documents:** It is agreed that any and all submitted bid documents and papers are to be included with this contract and are to become an integral portion of said documents.

**IN WITNESS THEREOF**, the parties have hereunto subscribed their names this \_\_\_\_ day of \_\_\_\_\_, 2012.

Contractor: \_\_\_\_\_

Agency: Housing Authority of Utah County

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: Owner

Title: Board Chair

Witness: \_\_\_\_\_

Witness: \_\_\_\_\_

