



Haines Borough  
Request for Proposals  
**2012 Borough Flowers**

The Haines Borough, Alaska is requesting contract proposals for a business or individual to provide flowers, planting, watering, fertilizing and dead-heading services for the 2012 Summer Tourism Season for the PC Dock, Public Safety Building, Visitor Center and Administration Building.

**SCOPE OF SERVICES**

• **Services Required:**

Provide pre-planted flower baskets, flowers for provided flower boxes, planting of flowers, watering, fertilizing and dead-heading services for the 2012 Summer Tourism Season for the PC Dock, Public Safety Building, Visitor Center and Administration Building.

PC DOCK

Twenty-five small flower boxes and five large cement planters

PUBLIC SAFETY BUILDING

Five pre-planted flower baskets

VISITOR CENTER

Five large flower boxes and two pre-planted flower baskets

ADMINISTRATION BUILDING

One large flower box and one pre-planted flower basket

• **Minimum Frequency of Work Required:**

The pre-planted flower baskets, flowers and planting services shall be provided no later than May 22, 2012. Watering, fertilizing and dead-heading services should be performed according to a schedule that maximizes the beauty and longevity of the flowers through September 20, 2012.

**MINIMUM QUALIFICATIONS**

- Current Haines Borough and State of Alaska business licenses.
- May NOT be an employee or officer of the Haines Borough (per HBC 2.62.030).
- Can demonstrate flower planting and caretaking experience and expertise.
- Can comply with the following contract conditions.

**CONTRACT CONDITIONS**

- **INSURANCE:** The Borough requires that the Contractor carry public liability insurance insuring the Contractor and its assigns and the Borough against liability for bodily injury to any one person in an amount not less than \$300,000.00. Contractor shall also carry the State minimum required workman's compensation insurance coverage. A certificate of insurance must be provided to the Borough showing all required coverage prior to the effective date of the contract.

- **INSURANCE NOT LIMITING CONTRACTOR'S LIABILITY:** The provisions of this contract requiring insurance shall not limit the liability of the Contractor or anyone acting on behalf of the Contractor.
- **INDEMNITY:** Contractor agrees to defend, indemnify and hold the Borough harmless from any and all claims, demands or liability for bodily injury or death of any person, or damage to property arising out of the Contractor's execution of the contractual duties of the Contractor, its agents, employees or assigns.
- **DAMAGE TO BUILDINGS OR EQUIPMENT:** Any problems, including building or equipment damage, caused by or discovered by the Contractor during the execution of the contractual duties of the Contractor should be reported immediately.
- **COMPLIANCE WITH LAWS:** The Contractor and all persons acting on behalf of the Contractor shall comply with all applicable laws and regulations of Federal, State or Local government agencies with respect to the activities of the Contractor or anyone acting on behalf of the Contractor.
- **LIENS AND ASSESSMENTS:** The Contractor agrees that it will pay all employment security contributions required to be paid as a result of any services performed for the Borough regardless of whether they are performed by the Contractor or someone engaged by the Contractor. The Contractor shall not allow any lien to be placed against the Borough by reason of non-payment of such contributions or any other reason, and shall indemnify the Borough against any such lien.
- **EXPENSES AND ATTORNEY'S FEES UPON DEFAULT:** Contractor agrees to pay all actual costs, expenses and actual attorney's fees incurred by the Borough upon an Event of Default.
- **DEFAULT:** The Contractor shall be declared in default of the contract if the Contractor fails to adequately perform the contract services. If, in the opinion of the Borough, the Contractor's services do not adequately fulfill the intent of the contract, the Borough Clerk shall notify the Contractor in writing of service deficiencies. If the Contractor fails to correct such deficiencies within ten days of receiving this written notice, or consistently fails to provide adequate services as documented in writing by the Borough, the contractor shall be in default of the contract and the Borough shall terminate the contract.
- **BILLING/PAYMENT:** Billings for services shall be submitted to the Borough monthly and will be processed for payment at the time of the next accounts payable check run.

### **PROPOSAL AND AWARD SCHEDULE**

<b><u>March 5, 2012</u></b>	Publish Notice & Distribute Proposal Packets
<b><u>March 27, 2012</u></b>	Proposal Due Date
<b><u>April 10, 2012</u></b>	Contract Award by Borough Assembly (if necessary)
<b><u>April 11, 2012</u></b>	Notice to Proceed

The Borough Assembly will award the Borough Flower contract based upon the amount of the bid, as long as the bidder has the qualifications and experience to perform the contract as specified in HBC 3.60.160. The Assembly may require the submittal of references and/or that the Contractor provides a performance bond on the services to be provided. The Borough Assembly reserves the right to reject any and all bids and to negotiate with the low bidder.

### **SUBMISSION REQUIREMENTS**

Bidder is encouraged to visit the various locations to get an idea of what would be needed. For accounting purposes, two separate amounts shall be provided on the bid form.

Response to this request for proposals should be delivered or mailed in a sealed envelope marked **2012 Borough Flowers Proposal** to:

Haines Borough  
Attention: Borough Clerk  
P.O. Box 1209  
Haines, AK 99827

**Responses will be accepted until 4:00p.m. on Tuesday, March 27, 2012.** Receipt is made when delivered to the above address either in person or via mail. Postmark date does not constitute receipt. Fax responses will be accepted to 907-766-2716, but must be clearly marked "CONFIDENTIAL."

### **SELECTION PROCEDURE**

The Borough Manager and the Borough Clerk shall review all written proposals. Based on qualifications, compliance with RFP requirements, and the proposal amount, a contractor will be recommended to the Borough Assembly for their approval.

### **CONTRACT PERIOD**

Following contract award, all parties shall negotiate and sign a contract, and the contractor will be given a Notice to Proceed. The contractor will be expected to immediately meet with the Borough Manager to establish a planting and caretaking schedule. Thereafter, the contractor will provide the required services as noted in the Scope of Services section of this document. This contract period will expire on September 20, 2012 but may, upon mutual agreement between the parties be renewed in **one** year intervals. The contract, including any renewals, would not exceed a total of **three** years.

**HAINES BOROUGH  
2012 Borough Flowers**

**BID FORM**

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Bids for providing Borough flowers, planting, watering, fertilizing and dead-heading services for the 2012 summer tourism season must be submitted on this form.

Bid of \_\_\_\_\_ (hereinafter called *Bidder*), doing business as (underline one) a corporation, partnership or individual, to the Haines Borough (hereinafter called *Owner*).

Bidder hereby proposes to perform all work as directed by the Owner for planting/watering services in accordance with the Owner's Request for Bids and Information for Bidders.

The Owner will award the contract to the responsive and qualified bidder who submits the lowest lump-sum bid. The Owner reserves the right to reject any and all bids, or to negotiate with the bidder.

Bidder acknowledges receipt of the following addenda:

Addendum No. \_\_\_\_\_ Initials: \_\_\_\_\_ Addendum No. \_\_\_\_\_ Initials: \_\_\_\_\_

**BIDDER INFORMATION:**

Business Name: \_\_\_\_\_

Business Mailing Address, if different: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

Haines Borough Business License No: \_\_\_\_\_

Alaska Business License No: \_\_\_\_\_

**The contractor hereby agrees to provide the Borough with flowering plants, planting, watering, fertilizing and dead-heading services for 2012 summer tourism season:**

**For the Visitor Center and PC Dock for the amount of:**

\$ \_\_\_\_\_

**LUMP SUM BID** \_\_\_\_\_

**Written Amount**

**For the Administration Building and Public Safety Building for the amount of:**

\$ \_\_\_\_\_

**LUMP SUM BID** \_\_\_\_\_

**Written Amount**

\_\_\_\_\_  
Bidder's Authorized Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date