

# Haines Borough Request for Proposals

## 2009-10 Snow Removal Eagle Vista Subdivision RMSA

The Haines Borough is accepting competitive proposals for Snow Plowing in the Eagle Vista Subdivision Road Maintenance Service Area (RMSA). *Attachment A* provides a map of the area. Proposals will be accepted at the office of the Borough Clerk, Borough Administration Building, until 4:00 p.m. local time, October 7, 2009, at which time the proposals will be opened and publicly read in the Clerk's Office.

### **I. SCOPE OF SERVICES**

- The roads known as Eagle Bluff Drive and Corrinna Avenue within the Eagle Vista Subdivision shall be cleared of snow whenever there is an eight- to ten-inch accumulation of snow. The borough shall pay for this work on a lump sum, per-job basis.
- The contractor shall plow the streets in the contracted area whenever snow accumulates to a depth of eight inches or more, or as directed by a designated representative of the Eagle Vista Subdivision RMSA Board.
- Sanding shall be on an as-needed basis upon authorization by the Eagle Vista Subdivision RMSA Board designated point of contact.
- The Borough Manager may negotiate special conditions to the contract as may be in the best interests of the Borough.
- The contractor shall be responsible for the repair, replacement or reconstruction of any damage to public or private property caused by the contractor.
- The contractor is responsible for and shall include in its bid amount all costs for equipment, labor, maintenance, fuel, insurance, mobilization and any other cost necessary to perform the work.
- The Borough shall pay for this work on a lump-sum, per-job basis from accumulated Eagle Vista Subdivision RMSA funds. If and when the fund balance should become depleted prior to the end of the contract term, the Borough shall inform both the RMSA Board and the contractor that the contract is terminated, and the RMSA Board may make other payment arrangements to pay for continued services outside the contract.

### **II. REQUIRED CONTRACTOR QUALIFICATIONS**

- A current Haines Borough business license related to the service.
- A current Alaska State business license related to the service.
- Provide Proof of insurance coverage as required by the Borough and described in *Attachment B*.

### **III. BID PROPOSAL REQUIREMENTS**

- All proposals must be made on the required forms supplied by the Borough.
- The forms must be fully completed and signed when submitted. Only one copy of the proposal forms is required.
- Each proposal must be submitted in a sealed envelope addressed to the Borough Clerk plainly marked "Snow Removal Proposal – Eagle Vista" Proposals are acceptable via hand-delivery or mail.
- Additionally, HBC 3.60.100 requires that all contract proposals must contain:
  - A. Copies of a current Alaska business license and a Borough business license;
  - B. Copy of an Alaska contractor's certificate of registration, if appropriate;
  - C. Acknowledgement of all addenda;
- No oral changes will be made to the proposal documents. Addenda will be issued when questions arise which might affect the proposals or the course of contracted work. The Borough clerk will make certain that all respondents receive any addenda via fax, e-mail or by hand. If an addendum is issued less than four working days before the time for receipt of proposals, the addendum will provide for a new proposal date, which will be at least four working days after the normal receipt of the addendum by the prospective bidder. Again, receipt of addenda by the contractor must be acknowledged as part of the proposal submitted.

- Any proposal may be withdrawn prior to the submission deadline or authorized postponement thereof. Any proposal received after the time and date specified shall not be considered.
- Response to this request for proposals should be submitted to:

Haines Borough  
Attention: Borough Clerk  
P.O. Box 1209  
Haines, AK 99827
- Responses will be accepted until **4:00 p.m. on Wednesday, October 7, 2009**. Late proposals will not be considered. Receipt is made when delivered to the above address either in person or via mail. Postmark date does not constitute receipt.

#### **IV. PROPOSAL AND AWARD SCHEDULE**

- September 24, 2009:** Publish Notice & Distribute Proposal Information  
**October 7, 2009, 4:00 p.m.** Proposal Deadline and Opening  
**October 13, 2009:** Contract Award by Borough Assembly  
**October 14-20, 2009:** Borough Manager Meeting with all RMSA Board representatives  
**October 20, 2009:** Approximate date for Notice of Award and Notice to Proceed

#### **V. SELECTION CRITERIA**

Evaluation consideration will include the following:

- Minimum qualifications are met.
- Proposal amount.
- Compliance with Haines Borough Code:

***3.60.160 Award of contract--Lowest bidder--Evaluation and exception--Negotiation.*** A. *Lowest Responsible and Responsive Bidder. A contract shall be awarded to the lowest responsible bidder. In determining the lowest responsible bidder, in addition to price, there shall be considered:*

- 1. The ability, capacity and skill of the bidder to perform the contract;*
  - 2. Whether the bidder can perform the contract within the time specified, without delay or interference;*
  - 3. The character, integrity, reputation, judgment, experience and efficiency of the bidder;*
  - 4. The quality of performance of previous contracts for the Borough by the bidder;*
  - 5. The previous and existing compliance by the bidder with laws and ordinances relating to the contract;*
  - 6. The sufficiency of the financial resources and ability of the bidder to perform the contract;*
  - 7. The number and scope of conditions attached to the bid;*
  - 8. If a bid by a responsible and responsive bidder whose principal place of business is within the Borough is up to three percent (3%) higher than that of the lowest bid by a responsible and responsive bidder, preference may be given to the local bidder.*
- The Borough may make such investigations as deemed necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish the Borough all such information and data for this purpose as the Borough may request. The Borough reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the Borough that such bidder is properly qualified to carry out the obligations of the agreement and to complete the work.
  - The Haines Borough reserves the right to reject any and all proposals, and has the right, in its sole discretion, to accept the proposal it considers most favorable to the Borough's interest and the right to waive minor irregularities in procedure. The Borough also reserves the right to negotiate with the low bidder.
  - A proposal that contains a substantial condition or qualification will not be accepted.

#### **VI. SELECTION PROCEDURE**

- The Borough Clerk shall review each submission for compliance and completeness. The proposals will be submitted to the Borough Manager for review and recommendation. The Borough Assembly will then consider the proposals and recommendations and make the contract award decision. Award will be made to the responsive, responsible bidder who submits the lowest dollar amount for the work, subject to funding availability. Per HBC 3.60.130, the requirements for awarding a contract are:

1. *Contract document;*
2. *Non-collusion affidavit;*
3. *Proof of worker's compensation insurance; and*
4. *Performance and payment bond in amount of contract or a certified check to the Haines Borough in like amount as provided under AS 36.25.010.*
5. *Any overdue unpaid debts owed the borough must be current prior to award.*

- The contractor receiving the notice of award shall provide proof of contractor's general public liability and property damage insurance, including vehicle coverage, as well as worker's compensation insurance per *Attachment B*.
- ◆ The contractor shall also indemnify and hold the Haines Borough harmless from any and all claims arising out of the contract or its performance, except for claims resulting from the negligence of the Borough.
- The party to whom the work is awarded will be required to execute an agreement within five (5) calendar days from the date when notice of award is delivered to the bidder. In case of failure of the bidder to execute the agreement, the Borough may consider the bidder in default, in which case the Borough will disqualify the bidder from the project and award the work to the next lowest bidder.
- The Borough, within five (5) calendar days of receipt of the agreement signed by the party to whom the agreement was awarded, shall sign the agreement and return to such party an executed duplicate of the agreement. Should the Borough not execute the agreement within such period, the bidder may, by written notice, withdraw the signed agreement. Such notice of withdrawal shall be effective upon receipt of the notice by the owner.
- Any bidder is responsible for reading and being thoroughly familiar with the proposal and contract documents. The failure or omission of any bidder to do any of the foregoing shall in no way relieve any bidder from any obligation in respect to its bid.

## **VII. CONTRACT PERIOD**

- Following contract award, all parties shall sign a contract and the contractor will be given notice to proceed. The contract period is from **October 20, 2009 through April 15, 2010**.
- The notice to proceed shall be issued within five (5) calendar days of the execution of the agreement by the Borough. The time for issuance of the notice to proceed may be extended by mutual agreement of the Borough and contractor.
- All applicable laws, ordinances and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout.
- Contractors and subcontractors for public works projects must comply with the provisions of Alaska Statute 36.05.010 regarding the requirement to pay not less than the current prevailing rate of wages for the job classification as contained in the latest determination of prevailing rate of wages issued by the State of Alaska Department of Labor.
- ◆ Per-hour rates shall be paid on the basis of actual time spent plowing snow on the work site, with a one hour minimum for each requested work period. Any work at the site in excess of the one hour minimum shall be paid in half-hour increments. Per-hour rates shall be paid only for the equipment specified on the contractor's bid and used to perform the work. Per-hour rates shall include all costs required to perform the work.
- The Contractor shall submit itemized invoices to the Borough prior to payment of services.
- Either party may cancel the written contract by giving a minimum 10-day notice, in writing, to the other party.

## 2009-10 Snow Removal Eagle Vista Subdivision RMSA

### PROPOSAL FORM

Proposal of \_\_\_\_\_ (hereinafter called Bidder), organized and existing under the laws of the State of Alaska, doing business as (underline one) a corporation, partnership or individual, to the Haines Borough (Owner).

Bidder hereby proposes to perform all work as directed by the Owner for the plowing of Eagle Vista Subdivision RMSA in accordance with the Owner's Request for Proposals and Information for Bidders.

The Borough reserves the right to reject all proposals and reserves the right to waive any formalities, and to negotiate with the low bidder.

These proposals shall be subject to all conditions in the "Request for Proposals" posted by the Haines Borough on September 24, 2009 and incorporated herein by reference. Contract shall be valid only if signed by the contractor and Borough Manager.

By submission of this proposal, the bidder certifies that the proposal has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this proposal with any other bidder or with any competitor.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in the Notice to Proceed.

Bidder acknowledges receipt of the following Addendum: \_\_\_\_\_ initials\_\_\_\_\_

**BIDDER INFORMATION:**

Name: \_\_\_\_\_  
Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone(s): \_\_\_\_\_  
Email: \_\_\_\_\_

**Eagle Vista Subdivision RMSA**

Per Job Rate : \$ \_\_\_\_\_

Per Hour Rate, if asked to plow other areas or remove ice from contract area:

Equipment: \_\_\_\_\_ Per Hour \$ \_\_\_\_\_  
Equipment: \_\_\_\_\_ Per Hour \$ \_\_\_\_\_

Date: \_\_\_\_\_

Authorized Representative: \_\_\_\_\_ (title)  
\_\_\_\_\_ (printed name)  
\_\_\_\_\_ (signature)

**Haines Borough**  
2009-10 Snow Removal Services  
**Eagle Vista Subdivision RMSA**

**NON-COLLUSION AFFIDAVIT**

UNITED STATES OF AMERICA )

STATE OF ALASKA )

I, \_\_\_\_\_ of \_\_\_\_\_

\_\_\_\_\_, being duly sworn, so depose and state:

That I, or the firm, association or corporation of which I am a member, a BIDDER on the contract to be awarded, by the Assembly of the HAINES BOROUGH for the contract services designated as:

**2009 Snow Removal**  
**Eagle Vista Subdivision RMSA**

Located in Haines, Alaska, have not, either or indirectly, entered into any agreement, participate in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with such contract.

Subscribed and sworn to this \_\_\_ day of \_\_\_\_\_, 2009.

Notary Public \_\_\_\_\_

My Commission Expires: \_\_\_\_\_