



Haines Borough
Request for Proposals
Tsirku River Seasonal Bridge Installation/Removal

The Haines Borough, Alaska is requesting contract proposals for a business or individual to install and remove the Tsirku River seasonal bridge.

SCOPE OF SERVICES

- **Services Required:**

Install and remove the Tsirku River seasonal bridge as set out below. The storage location of the bridge is in close proximity of the area.

INSTALLATION

Set the 80-ft. aluminum seasonal bridge and wood ramps for bridge approach and exit in place over the Tsirku river in a place determined by an authorized Chilkat Lake representative.

REMOVAL

Remove the bridge and ramps and place back in storage. It is possible sections of the access road may need snow removal to gain access to the bridge in the spring for removal. Because of the historic variation of snow needing to be removed, this plowing would be performed on an hourly basis at an hourly rate. The determination of this work will be at the discretion of an authorized Chilkat Lake Representative

- **Minimum Frequency of Work Required:**

The time and location of placement for installation as well as time for removal will be determined by an authorized Chilkat Lake representative with a five-day advanced notice. The traditional time for the installation has been between November 1 and December 15. The traditional time for removal has been between April 20 and May 20. If the river should rise quickly and not allow a five-day advance notice, a shorter notification period may be required for the removal of the bridge.

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) unless exemption qualifications exist.
- Can demonstrate expertise in placing and removing a pre-fabricated bridge and associated ramps.
- 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. 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 (that is, to provide and water flowers), 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.

ANTICIPATED PROPOSAL AND AWARD SCHEDULE

<u>July 13, 2009</u>	Publish Notice & Distribute Proposal Packets
<u>August 4, 2009</u>	Proposal Due Date
<u>August 11, 2009</u>	Contract Award by Borough Assembly
<u>August 12, 2009</u>	Notice of Intent to Award
<u>August 21, 2009</u>	Notice to Proceed
<u>October 1, 2009</u>	Anticipated Project Start Date

The Borough Assembly will award the bridge installation/removal contract based upon the amount of the bid provided 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 provide a performance bond on the services to be provided. The Borough reserves the right to reject any and all bids and to negotiate with the low bidder.

SUBMISSION REQUIREMENTS

Bidder is encouraged to visit the location to get an idea of what would be needed. Response to this request for proposals should be delivered or mailed in a sealed envelope marked ***Tsirku River seasonal bridge installation/removal*** to:

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

Responses will be accepted until 3:00p.m. on Tuesday, August 4, 2009. 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 authorized Chilkat Lake representative shall each 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 meet with an authorized Chilkat Lake Representative to establish a potential schedule. Thereafter, the contractor will provide the required services as noted in the Scope of Services section of this document. The contract period will expire on June 30, 2010 but may, upon mutual agreement between the parties, be renewed in **one** year intervals. The contract, including any renewals, shall not exceed a total of **three** years.

**HAINES BOROUGH
Tsirku River Seasonal Bridge Installation/Removal**

BID FORM

Bids for installing and removing the Tsirku River Seasonal Bridge 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 bridge installation/removal 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 low bidder.

Bidder acknowledges receipt of the following Addendum(s):

Addendum No. ____ Initial: _____
Addendum No. ____ Initial: _____

BIDDER INFORMATION:

Company Name: _____

Address: _____ Phone: _____ Email: _____

Alaska Business License No.: _____(attach copy)

Haines Borough Business License No: _____(attach copy)

The contractor hereby agrees to provide the borough with installation, removal and possibly snow plowing services for the Tsirku River Seasonal Bridge:

Installation/Removal for the amount of:

\$ _____

LUMP SUM BID _____

Written Amount

Hourly rate for incidental snow plowing:

\$ _____

HOURLY RATE _____

Written Amount

Bidder's Signature

Date

Printed Name