

Haines Borough  
Request for Proposals

**2012 HAINES VACATION GUIDE**

The Haines Borough is soliciting proposals from qualified businesses to enter into a contract to print the Haines Vacation Planner to be available for distribution by January 2012.

Proposals must be submitted in writing to:

Julie Cozzi, MMC, Borough Clerk  
Haines Borough  
103 Third Avenue S.  
P.O. Box 1209  
Haines, AK 99827  
Phone: 907-766-2231 ext.31; Fax: 907-766-2716  
Email: jcozzi@haines.ak.us.

All communications relative to this work, prior to the proposal deadline shall be directed to:

Tanya Carlson, Tourism Director  
Phone: 907-766-2234; fax: 907-766-3155  
Email: tcarlson@haines.ak.us

Proposers are responsible for providing thorough responses to the information requested in this document. The Haines Borough reserves the right to reject any and all proposals received in response to this Request for Proposals (RFP) at its discretion, or to negotiate with the low proposer.

**Proposal Deadline:** 4:00 p.m., ADT, Friday, August 26, 2011. Late proposals will not be considered. Receipt is made when delivered to the above address either in person, via mail, via fax, or via email. Postmark or "send" dates do not constitute receipt. The Haines Borough will not be responsible for proposals not delivered by the deadline.

The following subjects are discussed in this RFP to assist you in preparing your proposal:

- I. Project Description
- II. Scope of Work
- III. Proposal Format, Content, and Requirements
- IV. Evaluation Criteria and Selection Process
- V. Standard Proposal Information
- VI. General Contract Information
- VII. Contract Award
- VIII. Contract Period
- IX. Attachments



### III. PROPOSAL FORMAT, CONTENT, AND REQUIREMENTS

- A. Proposals that do not address the items listed in this section may be considered incomplete and may be deemed non-responsive by the Borough.
1. **Title Page** (one page maximum). At a minimum, the title page shall show the name of the project being proposed, the firm name, address, telephone number, name of contact person and the date.
  2. **Letter of Transmittal**. Letter of transmittal should identify the project, briefly convey your firm's understanding of the services to be provided, make a positive commitment to provide the services specified and give the name, title, address and phone number of the person(s) authorized to make representations for your firm. The letter must be signed by a corporate officer or other individual with authority to bind the firm(s).
  3. **Statement of Qualifications**. All of the following should be covered in narrative form, organized as deemed appropriate to convey the information clearly and succinctly. Note: In the event a sub-contractor is to be used for any portion of the work indicated in this RFP, a complete response to the statement of qualifications by the sub-contractor will be required.
    - a. General Background/Experience: Size of firm, basic business, ownership, and location(s).
    - b. Personnel: Staff members with overall and day to day responsibilities who will be assigned to this project.
    - c. Capability: Type of equipment to be utilized.
    - d. Samples: Examples of previous projects (include comparable samples) that demonstrate the firm's ability to provide services requested in this RFP. Samples of stock to be used must all be provided.
    - e. References: A minimum of three references with contact information that can verify the firm's ability to perform the work outlined in this RFP.
    - f. Other: Any additional information pertinent to your proposal.
  4. **Fee Proposal and Rate Schedule**. Submit a fee proposal/budget to perform the Scope of Work described herein. Provide an exact statement of the services to be provided within the fee proposal to be used in billing for services, including out-of-scope services. Provide a fee schedule for the professional and personnel/sub-consultants assigned to project tasks. A primary contractor is responsible for payment to a sub-contractor. Advance billings are not acceptable. **All quotes must be good through December 2011 and all paper stock must be guaranteed available for all proposals submitted.**

## 5. Standard Proposal Requirements.

- a. Interested firms shall submit one copy of the completed proposal clearly marked as:

**2012 Haines Vacation Guide**  
**Proposal dated \_\_\_\_\_**

- b. 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 known proposers 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 proposer. Again, receipt of addenda by the contractor must be acknowledged as part of the proposal submitted.
- c. Any proposal may be withdrawn prior to the RFP deadline or authorized postponement thereof. Any proposal received after the time and date specified shall not be considered. No proposer may withdraw a proposal within 60 days after the actual date of the opening thereof. Should there be reasons why the work cannot be awarded within the specified period, the time may be extended by mutual agreement between the Borough and the proposer.
- d. To achieve a uniform review process and obtain the maximum degree of comparability, it is required that the proposals address all items specified in Section III, Proposal Format and Content. Proposals that do not address the items listed may be considered incomplete and deemed non-responsive by the Haines Borough.

## **IV. EVALUATION CRITERIA AND SELECTION PROCESS**

- A. The Haines Borough will utilize several criteria in evaluation of proposals received in response to this RFP including but not limited to:
- Responsiveness to guidelines provided
  - Experience of firm and quality of previous projects
  - Experience of individuals designated for project management
  - Overall costs/compensation
  - Commitment to work cooperatively with the Haines Borough Tourism Department and other contractors participating in this project.
- B. Detailed proposal information will be held in confidence during the evaluation process and prior to submission to the borough assembly. The borough reserves the right to ask for modifications or other alterations from any or all proposers after the RFP closing date.
- C. The Haines Borough reserves the right, in its sole discretion, to accept the proposal it considers most favorable to the Borough's interest. The Borough also reserves the right to negotiate with the

low proposer or to award a contract to the highest ranked firm based solely on the written proposal or request oral interviews with a "short list" of the highest ranked firms. The following Haines Borough Code general selection criteria will also be used:

**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.*

D. The Borough may make such investigations as deemed necessary to determine the ability of the proposer to perform the work, and the proposer 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 proposal if the evidence submitted by, or investigation of, such proposer fails to satisfy the Borough that such proposer is properly qualified to carry out the obligations of the agreement and to complete the work.

E. A proposal that contains a substantial condition or qualification will not be accepted.

**V. STANDARD PROPOSAL INFORMATION**

A. *Incurred Costs* - The Haines Borough is not liable for costs incurred by respondents prior to the execution of a contract. All costs incurred as a result of this proposal, including travel and personnel expenses, are the sole responsibility of the respondent.

B. *Disclosure of Proposal Contents* - The Haines Borough reserves the right to use any of the ideas presented in any response to the RFP. Selection or rejection of the proposal(s) does not affect that right.

C. *Authorized Signature* - An individual authorized to bind the respondent to its provisions must sign the proposals. The proposal constitutes an offer to make a contract.

- D. *Joint Venture* - All prospective contractors have the right to submit joint venture proposals, and the Haines Borough reserves the right to contract with the joint venture if it is in the Borough's best interest. To be considered a joint venture, there must be a community of interest in the purpose of the proposed contract and an equal right for each affiliated company to govern the conduct thereof. A written agreement that states each firm's responsibility, identifies the lead firm, designates the individual with signatory and negotiating authority directly answerable and responsible for the proposed contract, is required. The agreement shall be signed by all firms comprising the joint venture and be included as an attachment.
- E. *Termination* - The Haines Borough shall not be responsible for payment of costs incurred for proposal preparation or contract preparation as a result of valid and legal termination of this RFP or termination of the contract resulting from the award of this RFP.
- F. Contract is contingent upon project funding.

## **VI. GENERAL CONTRACT INFORMATION**

- A. *Contract Approval* - The Haines Borough Assembly will award the contract following review of proposal summaries and consideration of staff recommendations. Once approved by the assembly, the effective date of the contract will be contingent upon final negotiations with the Haines Borough. The borough assumes no responsibility for work done, even in good faith prior to approval of the contract and final negotiations.
- B. *Proposal as Part of the Contract* - The successful proposal will become an integral part of the contract, and its contents may become obligations if deemed necessary by the Haines Borough. It shall not, however, be considered the total binding obligation. Those conditions shall be inclusive of a final negotiated and approved contract. Failure of the successful proposer to accept these obligations may result in cancellation of the award.
- C. *Standard Contract Provisions* - The Haines Borough reserves the right to access and/or review any and all materials during the contracting efforts, and visit any or all facilities used by the proposer or subcontractors.
- D. *Costs* - In the event a formal contract is entered into between the Haines Borough and a respondent, all costs proposed for the provision of the specified services must be firm for the period of the proposed contract.
- E. *Changes of Key Members* - The Haines Borough reserves the right to approve any change in the successful respondent's project team members whose participation in the project is specifically offered in the respondent's proposal. This is to ensure that the prime contractor does not arbitrarily remove persons with vital experience and skill from the project.
- F. *News Releases* - News releases pertaining to this request, the service, study, or project to which it relates shall not be made without prior approval by, and then only in cooperation with, the Haines Borough.

- G. Independent Price Determination - By submission of a proposal, the proposer certifies that the prices in the proposal have been arrived at independently and without consultation, communication, or agreement with other respondents.
- H. Rejection of Work - The successful proposer shall be responsible for the quality, accuracy and proper performance of the work identified in the contract. The Haines Borough may reject any work found to be defective or not in accordance with the specifications contained in the RFP, contractor's proposal and resulting contract, regardless of the stage of completion and the time or place the error was discovered. The Haines Borough may also reject defective work that was previously approved because of an oversight during inspection/approval.
- I. Ownership of Documents - All designs, drawings, logos, specifications, notes, artwork, photographs, digitized information and other work developed in the performance of the contract are produced for hire and remain the sole property of the Haines Borough and may be used by the borough for any other purpose without additional compensation to the Contractor. The Contractor agrees not to assert any rights and not to establish any claim under the design patent or copyright laws. All digitized information, film negatives, and hard copy related to the 2012 Haines Vacation Guide should be turned over to the Haines Borough within 90 days after final payment under this contract.

## **VII. CONTRACT AWARD**

- A. 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, if applicable, per *Attachment A*.
- B. 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 proposer. In case of failure of the proposer to execute the agreement, the Borough may consider the proposer in default and disqualify the proposer from the project and award the work to the next lowest proposer.
- C. 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 proposer may, by written notice, withdraw the signed agreement. Such notice of withdrawal shall be effective upon receipt of the notice by the owner.

## **VIII. CONTRACT PERIOD**

- A. Following contract award, all parties shall sign a contract and the contractor will be given notice to proceed that will include a substantial completion date of **December 31, 2011**.

- B. 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.
- C. Either party may cancel the written contract by giving a minimum 10-day notice, in writing, to the other party.
- D. The Haines Borough may renew this contract for up to two years, if both parties agree, and it is in the Borough's best interests.

**IX. ATTACHMENTS**

- A. Haines Borough Contractor Insurance Requirements.