

Haines Borough
Request for Proposals
**Public Restroom Vinyl Replacement –
Chilkat Center Lobby & Haines Visitor Center**

The Haines Borough, Alaska is requesting proposals from qualified, licensed contractors to assist the Borough in replacing vinyl flooring in the public restrooms in the Chilkat Center Lobby and the Haines Visitor Center.

SCOPE OF WORK

The intent of this project is to replace the vinyl flooring in the public restrooms in the Chilkat Center Lobby and the Haines Visitor Center. The contractor will be required to remove fixtures and amenities, demolish existing flooring, supply and install new flooring and reinstall fixtures. The supplied flooring **must** be Tarkett brand #58004 and the design, Random. This is the flooring currently installed in the Haines Visitor Center. The Chilkat Center Lobby Restrooms equal 330 square feet and the Visitor Center Restrooms equal 396 square feet.

This work shall be substantially complete by May 5, 2010 and must be completed by May 15, 2010.

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 expertise to perform the scope of the project.
- Can comply with the following contract conditions.

CONTRACT CONDITIONS

- **PRODUCT**: All Plans, original drawings, electronic files, specifications, reports, photographs, and other documents relative to a project which the respondent prepares or causes to be prepared in connection with services performed shall be delivered to and become the property of the Borough.
- **INSURANCE**: The professional services provider to whom a contract is awarded may be required to furnish to the borough evidence of insurance coverage(s) including general liability, professional liability, and workers compensation insurance, as appropriate.
- **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:** Requests for payment for performed services shall be submitted to the Borough and will be processed for payment at the time of the next accounts payable check run.

PROPOSAL AND AWARD SCHEDULE

February 25, 2010 Publish Notice & Distribute Proposal Packets

March 15, 2010 Proposal Due Date

March 23, 2010 Contract Award by Borough Assembly (if necessary)

April 5, 2010 Notice to Proceed

The Borough Assembly will award the Vinyl Replacement 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 provide 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.

Response to this request for proposals, including a non-collusion affidavit, should be clearly marked ***Vinyl Replacement*** and delivered, mailed, faxed or emailed to:

Haines Borough
Attn: Borough Clerk
P.O. Box 1209, Haines, AK 99827
Borough Administration Building, 103 E. Third Ave.
907-766-2231, ext.31
Fax: 907-766-2716
jcozzi@haines.ak.us

Responses will be accepted until 4:00p.m. on Monday, March 15, 2010.

Receipt is made when delivered to the above address in person or via mail, fax or email. Postmark date does not constitute receipt.

SELECTION PROCEDURE

The Director of Public Facilities and the Borough Manager 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 Director of Public Facilities to establish a 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 or before May 15, 2010.

CONTRACT TERMINATION

Either party may cancel the written contract by giving a minimum 30-day notice, in writing, to the other party.

**Haines Borough
Public Restroom Vinyl Replacement**

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:

Public Restroom Vinyl Replacement

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 _____, 2010.

Notary Public _____

My Commission Expires: _____