Haines Borough
Request for Sealed Quotes

2015-16 Snow Removal

Historic Dalton Trail RMSA

The Haines Borough is accepting sealed quotes for Snow Plowing in the Historic Dalton Trail Road Maintenance Service Area (RMSA). *Attachment A* provides a map of the area. Quotes will be accepted at the office of the Borough Clerk, Borough Administration Building, until 2pm local time, October 7, 2015, at which time the quotes will be opened and publicly read.

I. SCOPE OF SERVICES

A. Eagle Vista Subdivision – Eagle Bluff Drive and Corinna Avenue

- The roads known as Eagle Bluff Drive and Corinna Avenue within the Eagle Vista Subdivision shall be cleared of snow whenever snow accumulates to a depth of six inches or more and remove ice and hard-packed snow from the areas. **The contractor will be informed by a designated representative of the Historic Dalton Trail RMSA Board.**
- The first three plows must be for the full width of the road bed, and all subsequent plows to a width of 12-15 feet unless specifically directed otherwise by a designated representative of the Historic Dalton Trail RMSA Board.
- The Borough shall pay for this work on a lump-sum, per-job basis from accumulated Eagle Vista Subdivision (Subzone 4) funds. If and when the fund balance should become depleted prior to the end of the contract term, the RMSA shall be liable for repayment and reimbursement to the Borough.

B. Chilkat Lake Road – Last Two Miles, only

- Upon the written request of the Borough, the contractor shall open a 15-foot lane for the final 2 miles of Chilkat Lake Road to the "Landing" no later than May 1st for the "spring opening."
- The Borough shall pay for this work on a lump-sum, per-job basis from accumulated Chilkat Lake (Subzone 2) funds.

C. Other Information

- 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 inspection of the areas prior to snowfall.
- 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 quote amount all costs for equipment, labor, maintenance, fuel, insurance, mobilization and any other cost necessary to perform the work.

II. REQUIRED CONTRACTOR QUALIFICATIONS

- Prior to award, any overdue unpaid debts owed the borough must be current (HBC 3.60.130).
- Prior to Notice to Proceed, the contractor must provide a current Haines Borough business license related to the service and proof of insurance coverage as required by the Borough and described in *Attachment B*.

III. QUOTE REQUIREMENTS

- All quotes must be made on the required forms supplied by the Borough.
- A non-collusion affidavit must be submitted with the quote;
- The forms must be fully completed and signed when submitted. Only one copy of the quote forms is required.
- Each quote must be submitted in a sealed envelope addressed to the Borough Clerk plainly marked "Snow Removal Quote – Historic Dalton Trail." Quotes are acceptable via hand-delivery or mail.
- Additionally, HBC 3.60.100 requires that all contract quotes must contain acknowledgement of all addenda.

- No oral changes will be made to the quote documents. Addenda will be issued when questions arise which might affect the quotes 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 quotes, the addendum will provide for a new quote date, which will be at least four working days after the normal receipt of the addendum by the prospective quoter. Again, receipt of addenda by the contractor must be acknowledged as part of the quote submitted.
- Any quote may be withdrawn prior to the submission deadline or authorized postponement thereof. Any quote received after the time and date specified shall not be considered unless the borough has received no responses by the deadline.
- Response to this request for quotes should be submitted to:

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

- Responses will be accepted until **2pm on Wednesday, October 7, 2015**. Late quotes will not be considered unless the borough has received no responses by the deadline. Receipt is made when delivered to the above address either in person or via mail. Postmark date does not constitute receipt.

IV. SELECTION CRITERIA

Evaluation consideration will include the following:

- Minimum qualifications are met.
- Quote amount.
- Compliance with Haines Borough Code.
- The Borough may make such investigations as deemed necessary to determine the ability of the quoter to perform the work, and the quoter 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 quote if the evidence submitted by, or investigation of, such quoter fails to satisfy the Borough that such quoter 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 quotes, and has the right, in its sole discretion, to accept the quote 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 quoter.
- A quote that contains a substantial condition or qualification will not be accepted.

V. SELECTION PROCEDURE

- The Borough Clerk shall review each submission for compliance and completeness. The quotes will be submitted to the Historic Dalton Trail RMSA Board for review and recommendation. Award will be made to the responsive, responsible quoter who submits the lowest dollar amount for the work, subject to funding availability.
- 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 quoter. In case of failure of the quoter to execute the agreement, the Borough may consider the quoter in default, in which case the Borough will disqualify the quoter from the project and award the work to the next lowest quoter.
- 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 quoter may, by written notice, withdraw the signed agreement. Such notice of withdrawal shall be effective upon receipt of the notice by the owner.

- Any quoter is responsible for reading and being thoroughly familiar with the quote and contract documents. The failure or omission of any quoter to do any of the foregoing shall in no way relieve any quoter from any obligation in respect to its quote.

VI. CONTRACT PERIOD

- Following contract award, all parties shall sign a contract and the contractor will be given notice to proceed. The contract period runs through approximately April 15, 2016.

- 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.

- Upon mutual agreement between the parties this agreement can be reviewed and renewed in **one**-year intervals. This contract, including any renewals, may not exceed a total of **three** years.

- At the direction of the Haines Borough Director of Public Facilities, per-hour rates for additional areas 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. Additional per-hour work must be approved on a request by request basis by the Director of Public Facilities. 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 quote 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.

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QUOTE FORM

Quote of _____ (hereinafter called Quoter), 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).

Quoter hereby proposes to perform all work as directed by the Owner for the plowing of Historic Dalton Trail RMSA in accordance with the Owner's Request for Quotes and Information for Quoters.

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

These quotes shall be subject to all conditions in the "Request for Quotes" posted by the Haines Borough on September 17, 2015 and incorporated herein by reference. Contract shall be valid only if signed by the contractor and Borough Manager.

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

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

Quoter acknowledges receipt of the following Addendum: _____ initials____

QUOTER INFORMATION:

Name: _____
Company Name: _____
Address: _____
Phone(s): _____
Email: _____

Historic Dalton Trail RMSA

Per Job Rate : $_____ (Eagle Vista Subdivision)
Per Job Rate: $_____ (Spring Opening—last 2 miles Chilkat Lake Rd)

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
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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 QUOTER on the contract to be awarded, by the Assembly of the HAINES BOROUGH for the contract services designated as:

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

Subscribed and sworn to this ___ day of _____, 2015.

Notary Public_____

My Commission Expires: _____