Haines Borough
Request for Sealed Quotes

2015-16 Snow Removal

Public Schools – Haines Townsite

The Haines Borough is accepting sealed quotes for Snow Plowing the Haines Townsite Public Schools. *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

- The area to be cleared is the New School Campus Area – including Pool parking lot area (see attached map). The borough shall pay for this work on a lump sum, per-job basis.
- The contractor shall plow the areas in the contract whenever snow accumulates to a depth of six inches or more and remove ice and hard packed snow from the areas. Or upon the request of borough administration.
- The Haines Borough Schools are the contractor's first priority. Areas are to be plowed prior to 7:30 a.m., and plowing shall not take place during school hours or when evening activities are occurring unless, due to weather circumstances, the contractor is directed to do so by the Director of Public Facilities.
- The Borough Manager may negotiate special conditions to the contract as may be in the best interests of the Borough.
- The Borough may choose to remove snow in this area at any time, at their discretion.
- The contractor shall be responsible for the inspection of the area prior to snow fall.
- 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, 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;
- 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 – Townsite Public Schools." Quotes are acceptable via hand-delivery or mail.
- Additionally, HBC 3.60.100 requires that all contract proposals 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.
- 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:

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 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 Borough Manager 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.
- 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.
- 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 borough public works superintendent, 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 borough public works superintendent. 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 Townsite Public Schools 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: _____

Townsite Public Schools

Per Job Rate : $_____

Please list equipment available and to be assigned for this job:

Equipment: _____

Equipment: _____

Equipment: _____

Per Hour Rate, if asked to plow and remove snow in other areas:

Equipment: _____ Per Hour $_____
Equipment: _____ Per Hour $_____

Date: _____

Authorized Representative: _____ (title)
_____ (printed name)
_____ (signature)

Haines Borough
2015-16 Snow Removal Services
Townsite Public Schools

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: _____