



Haines Borough Request for Proposals **Comprehensive Plan Revision**

The Haines Borough, Alaska is requesting proposals from qualified licensed contractors or consultants to assist the Borough in revising its Comprehensive Plan. The current Comprehensive Plan was adopted in 2012.

SCOPE OF PROJECT

- **Services Required:**

Working with the Haines Borough, the contractor or consultant will be required to update statistical background and planning data in the Plan, beginning with a demographic survey of residents. The update priority includes the "Economics" section of the Plan based on current economic data from other sources; the "Transportation" section of the Plan to reflect transportation planning and development efforts, and updating the "Land Use" and "Utilities" sections. The contractor or consultant will conduct public meetings sufficient to provide for the update of the Plan; and as necessary the "Appendices", "Maps" and "Figures".

The revision effort should also consider realistic budget constraints and staff capacity. The Comprehensive Plan was adopted in 2012, prior to the decline of oil revenue to the State. As with other employers, the Borough has had difficulty maintaining staff capacity and in the short term, the Comprehensive Plan must reflect what is achievable.

The Haines Borough Assembly has appropriated \$50,000 for work beginning in FY23. The FY24 budget will include additional funding for the project.

- **Proposal Requirements:**

Proposals shall include the following and each of these elements will receive equal weight:

- 1) Statement of the proposer's professional qualifications.
- 2) Review of proposer's work history and relevant experience.
- 3) Proposed work plan schedule, detailing personnel involved and dates of at least three community meetings in Haines.
- 4) A Proposed Not-To-Exceed cost to provide the services requested. This figure should include budget amounts for the following:
 - a) Transportation costs to and from Haines.
 - b) Fully-burdened hourly rates for all classes of personnel including project administration, research, meeting facilitation and preparation of required documents.
 - c) Reimbursable expenses.
 - d) Any document production costs.

- **Proposed Schedule:**

- 1) Work shall commence upon a Haines Borough Notice to Proceed letter to the successful respondent.
- 2) Draft Revised Comprehensive Plan (12 copies) will be provided to the Haines Borough for review and comment by the Planning Commission no later than November 1, 2023 (for November 9, 2023 meeting).
- 3) The Borough will submit any required revisions back to the contractor no later November 20, 2023.
- 4) The Contractor will submit the Final Revised Comprehensive Plan (12 copies) to the Borough no later than December 31, 2023.
- 5) Upon Assembly adoption (presumed January 9, 2024) the contractor will submit 12 printed copies and a digital copy exportable to a content management system (DropBox) of the Final Revised Comprehensive Plan within two weeks.

MINIMUM QUALIFICATIONS

- Current Haines Borough and State of Alaska business licenses (Haines Borough business license may be provided upon selection as contractor and before beginning work).
- 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 will 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

March 22, 2023 Publish Notice & Distribute Proposal Packets

April 14, 2023 Proposal Due Date

April 25, 2023 Contract Award by Borough Assembly

May 8, 2023 Notice to Proceed

The Borough Assembly will award the Comprehensive Plan revision contract based upon the amount of the bid, and other requirements 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 must be submitted to
<https://www.bidexpress.com>

Responses will be accepted until 4:00p.m. on Friday, April 14 2023. Receipt is made when delivered to the above address.

SELECTION PROCEDURE

The Borough Manager, Clerk and Planning Commission Chairman shall review all written proposals. Based on qualifications, work plan, compliance with proposal requirements, and the proposal amount, a contractor will be recommended to the Borough Assembly for its 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 Borough Manager to refine the work 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 January 31, 2024.

CONTRACT TERMINATION

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