INVITATION TO BID

Pool Lighting Replacement

Issue Date: July 31, 2014

Bid Deadline: 2:00pm Monday, August 18, 2014

BIDDER INSTRUCTIONS

Pool Lighting Replacement

Issue Date: July 31, 2014

REQUIRED BID SUBMITTALS: To be considered, all bidders must include the following at the time of the bid opening:

- ☐ One copy of the Bid Form signed in ink by an authorized representative of the business;
- ☐ Non-Collusion Affidavit;
- ☐ Copy of a current Alaska business license;
- ☐ Copy of a current Haines Borough business license;
- ☐ Copy of an Alaska contractor's certificate of registration;
- ☐ Acknowledgement of all addenda;
- ☐ A bid bond of at least five-percent of the amount of the bid or a certified check drawn to the Haines Borough in like amount. Checks and bid bonds will be returned to unsuccessful bidders; and
- ☐ Sealed in an envelope clearly labeled with the bidder's business name and "*Pool Lighting Replacement*."

BID MODIFICATIONS: Any bidder may modify a Bid by mail, telegram, email, or fax (**Fax: 907-766-2716**) up to the scheduled closing time for receipt of Bids, provided that such modification is received by the Haines Borough prior to the time set for opening of Bids. Bidders are strongly advised to telephone the Haines Borough (**Telephone: 907-766-2231**) to confirm the successful and timely transmission of all Bid modifications. A bid modification should not reveal the Bid price but should provide the addition or subtraction or other modification so that the final prices will not be known by the Borough until the sealed Bid is opened. Modifications shall include both the modification of the unit bid price and the total modification of each item modified. The Borough shall not be responsible for its failure to receive modifications, whether such failure is caused by transmission line problems, fax device problems, operator error or otherwise.

Unauthorized conditions, limitations, or provisos attached to the Bid will render it informal and cause its rejection as being non-responsive. The completed bid forms shall be without interlineations, alterations, or erasures in the printed text. All changes shall be initialed by the person signing the Bid. Alternative Bids will not be considered unless called for.

DISCREPANCIES IN BIDS: In the event there is more than one pay item in a Bid Schedule, the Bidder shall furnish a price for all pay items in the schedule, and failure to do so may render the Bid non-responsive and cause its rejection. In the event there are unit price pay items in a Bid Schedule and the "amount" indicated for a unit price pay item does not equal the product of the unit price and quantity, the unit price shall govern and the amount will be corrected accordingly, and the Bidder shall be bound by said correction. In the event there is more than one pay item in the Bid Schedule and the total indicated for the schedule does not agree with the sum of the prices bid on the individual items, the prices bid on the individual items shall govern and the total for the schedule will be corrected accordingly, and the Bidder shall be bound by said correction.

WITHDRAWAL OF BID: The Bid may be withdrawn by the Bidder by means of a written request, signed by the Bidder or its properly authorized representative. Such written request must be delivered to the place stipulated in the Notice Inviting Bids for receipt of Bids prior to the scheduled closing time for receipt of Bids. Bids may not be withdrawn for sixty days following the date of opening.

QUALIFICATIONS OF BIDDERS: To demonstrate qualifications to perform the work, each Bidder must be prepared to submit evidence within 5 days after Bid opening, and upon the Borough's written request, such as financial data, previous experience, and present commitments. Nothing indicated herein will prejudice the Borough's right to seek additional pertinent information as evidence of Bidder's qualifications for the work prior to contract award.

EXAMINATION OF BID DOCUMENTS AND SITE: It is each Bidder's responsibility, before submitting a Bid, to:

1. Examine thoroughly the Bid Documents and other related data identified in the Bidding Documents;
2. Inspect the site to become familiar with and satisfy Bidder as to the general, local, and site conditions that may affect cost, progress, performance, or furnishing of the work;
3. Consider federal, state, and local laws and regulations that may affect cost, progress, performance, or furnishing of the work;
4. Study and carefully correlate Bidder's knowledge and observations with the Bid Documents and such other related data; and
5. Promptly notify, in writing, the Borough Clerk or Director of Public Facilities of all conflicts, errors, ambiguities, or discrepancies which Bidder has discovered in or between the Bid Documents and such other related documents.

The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this section; that without exception the Bid is premised upon performing and furnishing the work required by the bidding Documents and applying the specific means, methods, techniques, sequences, or procedures of construction (if any) that may be shown or indicated or expressly required by the Bidding Documents; that Bidder has given the Haines Borough written notice of all conflicts, errors, ambiguities, and discrepancies that Bidder has found.

OWNER'S RIGHTS RESERVED: The Haines Borough reserves the right to reject any or all Bids, to waive any informality in a Bid, and to make award to the lowest responsive, responsible Bidder as it may best serve the interests of the Borough.

RETURN OF BID BOND: Within 14 days after award of the contract, the Borough will return the Bid securities accompanying such Bids not considered in making the award. All other Bid securities will be held until the Agreement has been executed. They will then be returned to the respective Bidders whose Bids they accompanied.

GENERAL 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. This includes minimum rates of pay for public improvement projects exceeding $25,000.
- **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.
- **INSURANCE**: Without limiting the Contractor's indemnification, the Contractor shall purchase at its own expense and maintain in force at all times during the performance of services under Contract the following policies of insurance. The Haines Borough shall be named as "additional insured." Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If the Contractor's policy contains higher limits, the Haines Borough shall be entitled to coverage to the extent of such higher limits. Failure to maintain insurance is a material breach and grounds for termination of the Contractor's services.

(a) Worker's Compensation Insurance: The Contractor shall provide and maintain, for all employees of the Contractor engaged in work under this Contract, Worker's Compensation Insurance as required by AS 23.30.045. The Contractor shall be responsible for Worker's Compensation Insurance for any subcontractor who directly or indirectly provides services under this Contract. If the Contractor does not have employees, this insurance requirement is waived.

(b) General Liability Insurance: The Contractor must maintain General Liability Insurance in an amount sufficient to cover any suit that may be brought against the Contractor. This amount must be at least five-hundred thousand dollars ($500,000) combined single limit. The Contractor must assume all insurable risks and bear any loss or injury to property or persons occasioned by neglect or accident during the terms of this Contract, except for sole negligence on the part of the Borough.

(c) Comprehensive Automobile Liability Insurance: Covering all vehicles utilized in connection with this project with coverage limits not less than $100,000 per person, $300,000 per occurrence bodily injury, and $50,000 Property damage.

- **CONDUCT OF THE WORK**: The conduct of the bid and the conduct of the Work will be governed by Haines Borough Code, the Contract Documents, and, where the contract documents are silent, the Standard General Conditions of the Construction Contract (available on the borough's website: www.hainesalaska.gov/rfps). Information obtained from an officer, agent or employee of the Borough or any other person shall not affect the risk or obligations assumed by the Contractor or relieve the contractor from fulfilling any of the conditions of the contract.
- **RATES OF PAY AND REPORTING PAYROLL**: This project is governed by Alaska Statute Title 36, Public Contracts. The Contractor is required to compensate employees in accordance with Alaska Department of Labor & Workforce Development Wage and Hour Administration Pamphlet No. 600 (available on the borough's website: www.hainesalaska.gov/rfps). The Contractor is required to report and certify payroll in accordance with instructions contained in the Pamphlet.

HAINES BOROUGH

Pool Lighting Replacement

BID SCHEDULE

Bid of _____ (hereinafter called *Bidder*), doing business as (underline one) a corporation, partnership or individual, to the Haines Borough (hereinafter called *Borough*). The Bidder agrees to furnish to the Haines Borough all information and data that may be requested to give evidence that the undersigned is properly qualified to carry out the obligations of the Contract Documents.

The undersigned Bidder agrees, if this bid is accepted, to furnish all tools, equipment, supplies, manufactured articles, labor, materials, services and incidentals, and to perform all work necessary to complete the work required under the Invitation to Bid by the completion dates and to accept as full payment the Contract Price stated on this Bid Form, and in the manner stipulated by the Request for Bids, subject to any negotiated changes in the work that might increase or decrease the contract amount. The Borough reserves the right to reject any and all bids and negotiate with the responsible bidder submitting the lowest bid amount.

Bidder accepts all of the terms and conditions of the Request for Bids and, if this bid is accepted, will furnish, within ten calendar days after the Notice of Intent to Award letter, the following documents required by borough code for this project:

1. *Contract document or Agreement;*
2. *[Proof of insurance: general liability, auto insurance, worker's compensation];*
3. *Any overdue unpaid debts owed the borough must be current prior to award;*
4. *Payment and Performance bonds, if applicable; and*
5. *Subcontractor report, if applicable.*

Bidder acknowledges receipt of the following addenda: Addendum #.____ Initials:____ Addendum #._____ Initials:____

Total BASE BID (Price in Digits): _____

BIDDER INFORMATION:

Principal Contact: _____

Business Name: _____

Business Physical Address: _____

Business Mailing Address, if different: _____

Phone: _____ Fax: _____ Email:_____

_____

Bidder's Authorized Signature

_____ _____

Printed Name Date

HAINES BOROUGH

Pool Lighting Replacement

NON-COLLUSION AFFIDAVIT

UNITED STATES OF AMERICA)

STATE OF ALASKA)

I, _____ of _____,
(Printed Name of Person Signing) (Printed Name of Business)

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:

Pool Lighting 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.

_____ _____
Signature Date

Subscribed and sworn to this ___ day of _____, 2014.

Notary Public_____

My Commission Expires:_____

HAINES BOROUGH

Pool Lighting Replacement

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned

_____ as Principal and

_____ as Surety,

are hereby held and firmly bound unto the HAINES BOROUGH, as OWNER, in the penal sum of _____ Dollars ($_____) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

Signed this _____ day of _____**, 2014**.

The condition of the above obligation is such that whereas the Principal has submitted to the HAINES BOROUGH, ALASKA a certain BID, attached hereto and hereby made a part hereof to enter into a contract in writing, for:

Pool Lighting Replacement

NOW, THEREFORE

(a) If said BID shall be rejected, or

(b) If said BID shall be accepted and the Principal shall

execute and deliver a contract in the Form of Contract attachment hereto (properly completed in accordance with said BID) and shall furnish a BOND for faithful performance of said contract, and for the payment of all persons performing labor furnishing materials or equipment in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety of any and all claims hereunder shall in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by an extension of the time within which the OWNER may accept such BID; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, and day and year first set forth above. *Note: Surety companies executing BONDS must appear on the Treasury Department's most current list and be authorized to transact business in Alaska.*

_____

Principal

(SEAL) BY:_____

_____

Surety

(SEAL) BY:_____