

**SECTION 00030
NOTICE INVITING BIDS**

OBTAINING CONTRACT DOCUMENTS. The Contract Documents are entitled:

**Lawn Maintenance at Emerson's Field
HB 24-5**

The Contract Documents may be viewed and submitted on Bid Express at:
<https://www.bidexpress.com/businesses/56935/home>

PRE-BID CONFERENCE. A Pre-Bid Conference will not be held for this project.

DESCRIPTION OF WORK.

Haines Borough is requesting bids from qualified contractors to mow the lawn at Emerson's Field in Mosquito Lake. Please refer to the attached map depicting the area to be mowed entitled Emerson's Field.pdf.

The WORK will include mowing no more than every 2 weeks or whenever the grass exceeds 4 inches of above ground growth.

SCHEDULE. The Contractor shall be ready to begin mowing May 1, 2024.

SITE OF WORK. The site of the WORK is at the Emerson Baseball Field in Mosquito Lake.

COMPLETION OF WORK. The WORK will be completed by September 15, 2024.

BIDDING, CONTRACT, or TECHNICAL QUESTIONS. All communications relative to this WORK, prior to opening Bids, shall be posted through the Bid Express Platform. No in-person, email, or phone questions will be responded to.

DEADLINE FOR BIDDER QUESTIONS. 02/22/2024 at 2:30 p.m. Alaska Time.

DEADLINE FOR BIDS. Electronic bid documents shall be submitted electronically through Bid Express before 2:30 p.m. Alaska Time on 02/23/2024 or later as may be announced by addendum at any time before the deadline. Bids will be opened in a publicly posted Zoom meeting immediately after by the Borough Clerk, Public Facilities Director, and Contracts & Grants Administrator unless otherwise specified.

CONTRACTOR'S LICENSE. All contractors are required to have a current Alaska Contractor's License prior to submitting a Bid and a current Haines Borough Business License prior to award.

BID TO REMAIN OPEN. The Bidder shall guarantee the Bid for 60 Days from the date of Bid opening. Any component of the Bid may be awarded anytime during the 60 Days.

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

OWNER: Haines Borough

By: _____
Haines Borough Manager

Date

Attest: _____
Borough Clerk

**SECTION 00100
INSTRUCTIONS TO BIDDERS**

1.0 DEFINED TERMS. Terms used in these Instructions to Bidders and the Notice Inviting Bids, which are defined in the General Conditions, have the meanings assigned to them in the General Conditions. The term "Bidder" means one who submits a Bid directly to the OWNER, as distinct from a sub-bidder, who submits a Bid to a Bidder.

2.0 INTERPRETATIONS AND ADDENDA.

- A. **INTERPRETATIONS.** All questions about the meaning or intent of the Contract Documents are to be directed to the Contracts & Grants Administrator. Interpretations or clarifications considered necessary by the Contracts & Grants Administrator in response to such questions will be issued by Addendum, mailed, faxed, or delivered to all parties recorded by the Contracts & Grants Administrator, or OWNER, as having received the Contract Documents. Questions received less than seven days prior to the Deadline for Bids may not be answered. Only questions answered by a formal written Addendum will be binding. Oral and other interpretations or clarifications will be without legal effect.
- B. **ADDENDA.** Addenda may be issued to modify the Contract Documents as deemed advisable by the OWNER. Addenda may be faxed or, if addendum format warrants, addenda may be posted to the Haines Borough website. In any event, notification of addendum issuance will be faxed to plan holders. Hard copies are available upon request. The OWNER will make all reasonable attempts to ensure that all plan holders receive notification of the Addenda; however, it is strongly recommended by the OWNER that bidders independently confirm the contents, number, and dates of each Addendum prior to submitting a Bid.

3.0 FAIR COMPETITION. More than one Bid from an individual, firm, partnership, corporation or association under the same or different names will not be considered. If the OWNER believes that any Bidder is interested in more than one Bid for the WORK contemplated, all Bids in which such Bidder is interested will be rejected. If the OWNER believes collusion exists among the Bidders, all Bids will be rejected.

4.0 RESPONSIBILITY OF BIDDERS. Only responsive Bids from responsible Bidders will be considered. A Bid submitted by a Bidder determined to be not responsible may be rejected. The OWNER may find a bidder to be not responsible for any one of the following reasons but is not limited in its responsibility analysis to the following factors:

- A. Evidence of bid rigging or collusion;
- B. Fraud or dishonesty in the performance of previous contracts;
- C. Record of integrity;
- D. More than one bid for the same work from an individual, firm, or corporation under the same or different name;
- E. Unsatisfactory performance on previous or current contracts;
- F. Failure to pay or satisfactorily settle all bills due for labor and material on previous contracts;
- G. Uncompleted work that, in the judgment of the OWNER, might hinder or prevent the bidder's prompt completion of additional work if awarded;
- H. Failure to reimburse the OWNER for monies owed on any previous contracts;

SECTION 00100 – INSTRUCTIONS TO BIDDERS

- I. Default under previous contracts;
- J. Failure to comply with any qualification requirements of the OWNER; special standards for responsibility, if applicable, will be specified. These special standards establish minimum standards or experience required for a responsible Bidder on a specific contract;
- K. Engaging in any activity that constitutes a cause for debarment or suspension under the Haines Borough Purchasing Code 3.60 or submitting a bid during a period of debarment;
- L. Lack of skill, ability, financial resources, or equipment required to perform the contract; or
- M. Lack of legal capacity to contract.
- N. Bidders must be registered as required by law and in good standing for all amounts owed to the OWNER per Paragraph 21.0 of this Section.
- O. Failure to submit all completed documents as required and specified in Section 00300 – Bid.

Nothing in this section deprives the OWNER of its discretion in determining the lowest responsible bidder. Before a Bid is considered for the award, a Bidder may be requested to submit information documenting their ability and competency to perform the WORK according to general standards of responsibility and any special standards which may apply. It is Bidder's responsibility to submit sufficient, relevant, and adequate information. OWNER will make its determination of responsibility and has no obligation to request clarification or supplementary information.

5.0 NON-RESPONSIVE BIDS. Only responsive Bids will be considered. Bids may be considered non-responsive and may be rejected. Some of the reasons a Bid may be rejected for being non-responsive are:

- A. If a Bid is received by the Haines Borough after the Deadline for Bids.
- B. If the Bid is on a form other than that furnished by the OWNER, or legible copies thereof; if the form is altered or any part thereof is detached; or if the Bid is improperly signed.
- C. If there are unauthorized additions, conditional or alternate Bids, or irregularities of any kind which may tend to make the bid incomplete, indefinite, and ambiguous as to its meaning or in conflict with the OWNER's Bid document.
- D. If the Bidder adds any unauthorized conditions, limitations, or provisions reserving the right to accept or reject any award or to enter into a contract pursuant to an award. This does not exclude a Bid limiting the maximum gross amount of awards acceptable to anyone Bidder at any one Bid opening, provided that any selection of awards will be made by the OWNER.
- E. If the Bid does not contain a Unit Price for each pay item listed, except in the case of Authorized alternate pay items.
- F. If the Bidder has not acknowledged receipt of each Addendum.
- G. If the Bidder fails to furnish an acceptable Bid guaranty with the Bid.
- H. If any of the Unit Prices Bid are excessively unbalanced (either above or below the amount of a reasonable Bid) to the potential detriment of the OWNER.
- I. If a Bid modification does not conform to Article 15.0 of this Section.

6.0 BIDDER'S EXAMINATION OF CONTRACT DOCUMENTS AND SITE. It is the responsibility of each Bidder before submitting a Bid:

SECTION 00100 – INSTRUCTIONS TO BIDDERS

- A. To examine thoroughly the Contract Documents and other related data identified in the Bidding documents (including "technical data" referred to below):
 - 1. To visit the site to become familiar with and to satisfy the Bidder as to the general and local conditions that may affect the cost, progress, or performance of the WORK,
 - 2. To consider federal, state, and local laws and regulations that may affect the cost, progress, or performance of the WORK,
 - 3. To study and carefully correlate the Bidder's observations with the Contract Documents and other related data; and
 - 4. To notify the ENGINEER of all conflicts, errors, or discrepancies in or between the Contract Documents and related data.

7.0 REFERENCE IS MADE TO THE SUPPLEMENTARY GENERAL CONDITIONS FOR IDENTIFICATION OF:

- A. Those reports of explorations and tests of subsurface conditions at the site have been utilized by the ENGINEER of Record in the preparation of the Contract Documents. The Bidder may rely upon the accuracy of the technical data contained in such reports; however, the interpretation of such technical data, including any interpolation or extrapolation thereof, together with non-technical data, interpretations, and opinions contained therein or the completeness thereof is the responsibility of the Bidder.
- B. Those Drawings of physical conditions in or relating to existing surface and subsurface conditions (except underground utilities) which are at or contiguous to the site have been utilized by the ENGINEER of Record in the preparation of the Contract Documents. The Bidder may rely upon the accuracy of the technical data contained in such Drawings; however, the interpretation of such technical data, including any interpolation or extrapolation thereof, together with nontechnical data, interpretations, and opinions contained in such Drawings or the completeness thereof is the responsibility of the Bidder.
- C. Copies of such reports and Drawings will be made available by the OWNER to any Bidder on request if said reports and Drawings are not bound herein. Those reports and Drawings are not part of the Contract Documents, but the technical data contained therein upon which the Bidder is entitled to rely, as provided in Paragraph SGC-4.2 of the Supplementary General Conditions, are incorporated herein by reference.
- D. Information and data reflected in the Contract Documents with respect to underground utilities at or contiguous to the site is based upon information and data furnished to the OWNER and the ENGINEER of Record by the owners of such underground utilities or others, and the OWNER does not assume responsibility for the accuracy or completeness thereof unless it is expressly provided otherwise in the Supplementary General Conditions, or in Section 01530 - Protection and Restoration of Existing Facilities of the General Requirements.
- E. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders on subsurface conditions, underground utilities, and other physical conditions, and possible changes in the Contract Documents due to differing conditions appear in Paragraphs 4.2, 4.3, and 4.4 of the General Conditions.
- F. Before submitting a Bid, each Bidder will, at Bidder's own expense, make or obtain any additional examinations, investigations, explorations, tests, and studies and obtain any

SECTION 00100 – INSTRUCTIONS TO BIDDERS

additional information and data which pertain to the physical conditions (surface, subsurface, and underground utilities) at or contiguous to the site or otherwise which may affect cost, progress, or performance of the WORK and which the Bidder deems necessary to determine its Bid for performing the WORK in accordance with the time, price, and other terms and conditions of the Contract Documents.

- G. On request in advance, the OWNER will provide each Bidder access to the site to conduct such explorations and tests as each Bidder deems necessary for submission of a Bid. The bidder shall fill all holes and clean up and restore the site to its former condition upon completion of such explorations.
- H. The lands upon which the WORK is to be performed, rights-of-way and easements for access thereto, and other lands designated for use by the CONTRACTOR in performing the WORK are identified in the Contract Documents. All additional lands and access thereto required for temporary construction facilities or storage of materials and equipment are to be provided by the CONTRACTOR. Easements for permanent structures or permanent changes in existing structures are to be obtained and paid for by the OWNER unless otherwise provided in the Contract Documents.
- I. The submission of a Bid will constitute an incontrovertible representation by the Bidder that the Bidder has complied with every requirement of Article 6.0, "Bidder's Examination of Contract Documents and Site" herein, that without exception, the Bid is premised upon performing the WORK required by the Contract Documents and such means, methods, techniques, sequences, or procedures of construction as may be indicated in or required by the Contract Documents, and that the Contract Documents are sufficient in scope and detail to indicate and convey an understanding of all terms and conditions for performance of the WORK.

8.0 BID FORM.

- A. The Bid shall be made on the Bid Schedule(s) bound herein, or on legible and complete copies thereof, and shall contain the following: Sections 00300, 00310, the required Bid Security, and any other documents required in Section 00300 – Bid.
- B. All blanks on the Bid Form and Bid Schedule must be completed in ink or typed.
- C. Bids by corporations must be executed in the corporate name by the president, a vice president (or another corporate officer). The corporate address and state of incorporation must appear below the signature.
- D. Bids by partnerships must be executed in the partnership name and be signed by a managing partner, and the official address of the partnership must appear below the signature.
- E. The Bidder's Bid must be signed. All names must be printed or typed below the signature.
- F. The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid form. Failure to acknowledge Addenda may render Bid non-responsive and may cause its rejection.
- G. The address to which communications regarding the Bid are to be directed must be shown.

9.0 QUANTITIES OF WORK. The quantities of WORK, or material, stated in Unit Price items of the Bid are supplied only to give an indication of the general scope of the WORK; the OWNER does

SECTION 00100 – INSTRUCTIONS TO BIDDERS

not expressly or by implication agree that the actual amount of WORK, or material, will correspond therewith, and reserves the right after award to increase or decrease the amount of any Unit Price item of the WORK by an amount up to and including 25 percent of any Bid item, without a change in the Unit Price, and shall include the right to delete any Bid item in its entirety, or to add additional Bid items up to and including an aggregate total amount not to exceed 25 percent of the Contract Price (see Section 00700 - General Conditions, Article 10 Changes In the WORK).

- 10.0 SUBSTITUTE OR "OR-EQUAL" ITEMS.** Substitution requests are not accepted during the bidding process. The procedure for the submittal of substitute or "or-equal" products is specified in Section 01300 – Contractor Submittals.
- 11.0 SUBMISSION OF BIDS.** The Bid shall be delivered by the time and to the place stipulated in Section 00030 - Notice Inviting Bids. It is the Bidder's sole responsibility to see that its Bid is received in proper time. Oral, telegraphic, or faxed Bids will not be considered. The envelope enclosing the sealed Bids shall be plainly marked in the upper left-hand corner with the name and address of the Bidder and shall also include the label included in Section 00030 – Notice Inviting Bids. The Bid Security shall be enclosed in the same envelope as the Bid.
- 12.0 BID SECURITY, BONDS, AND INSURANCE.** Each Bid shall be accompanied by a certified or cashier's check or approved Bid Bond of at least 5 percent of the total Bid price. The "total Bid price" is the amount of the Base Bid, plus the number of alternate Bids, if any, which total the maximum amount for which the CONTRACT could be awarded. Said check or Bond shall be made payable to the OWNER and shall be given as a guarantee that the Bidder, if offered the WORK, will enter into an Agreement with the OWNER and will furnish the necessary insurance certificates, Payment Bond, and Performance Bond; each of said Bonds, if required, and insurance amounts shall be as stated in the Supplementary General Conditions. In case of refusal or failure to enter into said Agreement, the check or Bid Bond, as the case may be, may be forfeited to the OWNER. If the Bidder elects to furnish a Bid Bond as its Bid security, the Bidder shall use the Bid Bond form bound herein or one conforming substantially to it in form. Bid Bonds must be accompanied by a legible Power of Attorney.
- 13.0 RETURN OF BID SECURITY.** The OWNER will return all Bid security checks (certified or cashier's) accompanying such of the Bids as are not considered in making the award. All other Bid securities will be held until the Agreement has been executed. Following the execution of the Agreement, all other Bid security checks will be returned to the respective Bidders whose Bids they accompanied, and Bid security bonds will be appropriately discarded.
- 14.0 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 that there are Unit Price Pay Items in a Bid Schedule and the "amount" indicated for a Unit Price Bid 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 that there is more than one Pay Item in a 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.
- 15.0 BID MODIFICATIONS AND UNAUTHORIZED ALTERNATIVE BIDS.**
- A. Any bidder may make a modification to a bid using Bid Express no later than the deadline for bids. The bid modifications on Bid Express can be performed live until the bid closes. If you modify your bid, you will need to resubmit your bid; however, you will not need to pay the fee again.

SECTION 00100 – INSTRUCTIONS TO BIDDERS

The **Bid Modification Form** is located at the end of this Section and is not needed. Submittal of any other form by the vendor may deem the modification unacceptable by the OWNER.

16.0 WITHDRAWAL OF BID. Prior to the Deadline for Bids, the Bid may be withdrawn by the Bidder by means of a written request signed by the Bidder or its properly authorized representative. The written request must be delivered to the place stipulated in the Notice Inviting Bids for receipt of Bids.

17.0 AWARD OF CONTRACT.

- A. Award of a contract, if it is awarded, will be on the basis of materials and equipment described in the Drawings or specified in the Technical Specifications and will be made to the lowest responsive, responsible Bidder whose Bid complies with all the requirements prescribed. Unless otherwise specified, any such award will be made within the period stated in the Notice Inviting Bids that the Bids are to remain open. Unless otherwise indicated, a single award will be made for all the Bid items in an individual Bid Schedule.
- B. If the OWNER has elected to advertise this Project with a Base Bid and Alternates, the OWNER may elect to award the contract for the Base Bid or the Base Bid in combination with one or more Alternates selected by the OWNER. In either case, the award shall be made to the responsive, responsible bidder offering the lowest total Bid for the WORK to be awarded.
- C. Low Bidder will be determined on the basis of the lowest total of the Base Bid plus combinations of Alternates if funding allows, as selected by the Selection Committee through the process described below.
 - 1. Prior to the Deadline for Bids, a Selection Committee will be appointed by the Owner.
 - 2. The Selection Committee will be sequestered in a conference room apart from the bid opening room at the time of bid opening.
 - 3. The Haines Borough staff will open bids. A bid summary sheet will be compiled without bidder identification so that the Selection Committee will have no knowledge of which bids were made by which bidders.
 - 4. The bid summary sheet will be delivered to the Selection Committee by the Haines Borough Clerk.
 - 5. The Selection Committee will choose the low bid comprised of the Base Bid and those Alternates deemed to be in the best interest of the project and within the approved construction budget. For award purposes, the Haines Borough will add any alternate to the Total Base Bid Amount in Section 00310 – Bid Schedule.
 - 6. The Selection Committee will identify low to high bids received for the project, and the results will be posted.

18.0 EXECUTION OF AGREEMENT.

- A. All Bids of value greater than \$25,000 must be approved by the Haines Assembly. After the Board has approved the award and after the Bid protest period, the OWNER will issue a Notice of Intent to Award to the approved Bidder. The Bidder to whom the award is made shall execute a written Agreement with the OWNER on the Agreement form, Section 00500, collect insurance, and shall furnish all certificates and Bonds required by

SECTION 00100 – INSTRUCTIONS TO BIDDERS

the Contract Documents within 10 Days (calendar) from the date of the Notice of Intent to Award letter.

- B. Failure or refusal to enter into the Agreement as herein provided or to conform to any of the stipulated requirements in connection therewith shall be just cause for annulment of the award and forfeiture of the Bid security. If the lowest responsive, responsible Bidder refuses or fails to execute the Agreement, and the OWNER may award the contract to the second lowest responsive, responsible Bidder. If the second lowest responsive, responsible Bidder refuses or fails to execute the Agreement, and the OWNER may award the contract to the third lowest responsive, responsible Bidder. On the failure or refusal of such second or third lowest Bidder to execute the Agreement, each Bidder's Bid securities shall be likewise forfeited to the OWNER.

19.0 LIQUIDATED DAMAGES. Provisions for liquidated damages, if any, are set forth in Section 00500 - Agreement.

20.0 FILING A PROTEST.

- A. A Bidder may protest the proposed award of a competitive sealed Bid. The protest shall be executed in accordance with the following:
1. A party may protest the award to any other party of a competitive sealed bid or competitive sealed proposal, but such protest shall be heard only if protests have also been filed against the award recommended by the Borough and against any other bid or proposal having a higher ranking than that of the party filing the protest.
 2. A party shall provide written notice of intent to protest. Notice of intent to protest shall be delivered to the purchasing officer by 4:30 p.m. Alaska time the working day following posting by the Borough of a notice of apparent low bidder or successful proposer. Late notices of intent to protest shall not be considered. The notice of intent to protest shall include the name and address of the protestor and a brief description of the grounds for the protest.
 3. A written protest shall be filed with the Borough Manager within five working days after posting notice of the apparent low bidder or successful proposer.
 4. A written protest shall, at a minimum, contain the following:
 - i. The name, address, and telephone number of the interested party filing the protest;
 - ii. The signature of the interested party or the interested party's representative;
 - iii. Identification of the proposed award at issue;
 - iv. A statement of the legal or factual grounds for the protest;
 - v. Copies of all relevant documents;
 5. The Borough Manager shall reject an untimely or incomplete protest.
 6. If a timely and complete protest is filed, the award of the contract shall be stayed until the protest is resolved unless the Borough Manager determines in writing that the award of the contract pending resolution of the protest is in the best interests of the Borough.
 7. The Borough Manager shall issue a written response to the protestor within ten working days of the date the protest is filed. If multiple protests have been filed, they may be consolidated for the response. Copies of the response shall be provided to any other protestor requesting one. The response may include an amendment of all or any part of the recommended award. The manager may, upon written request of the purchasing officer, for good cause shown, extend the date for the purchasing officer's response for an additional period as may be necessary.

SECTION 00100 – INSTRUCTIONS TO BIDDERS

8. A protestor aggrieved by the Borough Manager's response pursuant to subsection 7. May request a review by the Borough Assembly.
9. The protestor may seek a review of the Borough Manager's response by providing written notice of intent to request review. The protestor shall notify the Borough Manager of the intent to request a review by 4:30 p.m. Alaska time the working day following the Borough Manager's response issuance. Late notices shall not be considered. A written request for review shall be filed within five working days after the purchasing officer issues the response. The notice of intent to request review and the written request for review shall be in the same form as provided in subsections 2. 3., and 4. of this section.
 10. Upon receipt of a timely and complete request for review of the Borough Manager's response, the matter shall be forwarded to the Borough Assembly, and a hearing date shall be established. Once the hearing date has been established, all bidders or proposers shall be notified of the hearing in writing.
 11. The Borough Assembly shall conduct a hearing and issue a recommendation within seven calendar days of the date the referral is made to the Assembly. The Borough Assembly may, by written notice to all bidders or proposers, extend this seven-day period to a maximum of 30 days. Hearings shall be conducted informally, with due regard for the parties' rights. Hearings shall be recorded.
 12. The Borough Assembly's recommendation shall be based on the provisions of the Contract Documents interpreted in light of applicable state case law and generally accepted principles of government purchasing as set forth in standard treatises, decisions of the United States Comptroller General, and similar authorities. The recommendation shall contain findings of fact and conclusions of law.
 13. The recommendation:
 - i. May include the following:
 - a. A recommendation that a designated bid in a competitive sealed bid or proposal process be accepted as the lowest qualified bid or proposal; or
 - b. A recommendation that one or more bids or proposals be considered or rejected or that the procurement process at issue be canceled;
 - ii. Shall not, except to the extent necessary to correct a failure to follow the procedures required by this chapter, including a recommendation for:
 - a. An amendment of the specifications for a bid or request for proposals;
 - b. A change in the criteria for the selection of a proposal; or
 - c. An amendment, reordering, or reassessment of any qualitative judgment in the rating of a proposal;
 - iii. Shall not include a recommendation for:
 - a. Selection or rejection of any additive or deductive alternate; or
 - b. The payment of money, including attorney's fees, by the Borough or any party, provided that the recommendation may recommend a refund of protest fees or payment of bid preparation costs by the Borough to one or more bidders or proposers;
 - iv. Shall be forwarded to the Borough Manager or Borough Assembly, as appropriate, for consideration in the award of the contract.

SECTION 00100 – INSTRUCTIONS TO BIDDERS

14. The protest procedures established by this section may be adapted for procurement as necessary to maintain eligibility for state or federal funding for that procurement, provided that no such adaptation may authorize the Borough Assembly to grant a form of relief prohibited by subsection 13. iii. of this section.

- 21.0 CONTRACTOR'S GOOD STANDING WITH BOROUGH FINANCE DEPARTMENT.** Contractors must be in good standing with the Borough prior to award and any contract renewals, and in any event, no later than seven business days following notification by the Borough of intent to award as indicated in the Posting Notice of Bids. Good standing means: all amounts owed to the Borough are current, and the Contractor is not delinquent with respect to any taxes, fees, assessment, or other monies due and owed the Borough or a Confession of Judgment has been executed and the Contractor is in compliance with the terms of any stipulation associated with the Confession of Judgment, including being current as to any installment payments due; and Contractor is current in all Borough reporting obligations (such as sales tax registration and reporting and business personal property declarations). Failure to meet these requirements may be cause for rejection of your bid. To determine if your business is in good standing or for further information, contact the Borough Finance Department's Sales Tax Division at (907) 766-6406 for sales tax issues, Assessor's Office at (907)766-6430 for business personal property issues.
- 22.0 PERMITS AND LICENSES.** The CONTRACTOR is responsible for all WORK associated with meeting any local, state, and/or federal permit and licensing requirements.
- 23.0 LOCAL BIDDER PREFERENCE. (VACANT)**

HAINES BOROUGH CLERK'S OFFICE

BID MODIFICATION FORM

Modification Number: _____ Modification Page _____ of _____.

Note: All modifications shall be made to the original bid amount(s). If any one bidder submits more than one Modification form, changes from all Modification forms submitted will be combined and applied to the original bid. The OWNER will calculate changes to the modified Bid amounts. Bidder may use multiple modification pages if required.

PAY ITEM NO.	PAY ITEM DESCRIPTION	MODIFICATIONS TO UNIT PRICE OR LUMP SUM <i>(indicate +/-)</i>

Base (or Additive Alternate) Bid Total Increase or Decrease: \$ _____

Name of Bidding Firm

Responsible Party Signature

Printed Name (must be an authorized signatory for Bidding Firm)

**SECTION 00300
BID**

BID TO: THE HAINES BOROUGH

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with the OWNER in the form included in the Contract Documents (as defined in Article 7 of Section 00500 - Agreement) to perform the WORK as specified or indicated in said Contract Documents entitled

HB 24-5 Lawn Maintenance at Emerson's Field

2. Bidder accepts all of the terms and conditions of the Contract Documents, including without limitation those in the "Notice Inviting Bids" and "Instructions to Bidders," dealing with the disposition of the Bid Security.
3. This Bid will remain open for the period of time stated in the "Notice Inviting Bids" unless otherwise required by law. Bidder will enter into an Agreement within the time and in the manner required in the "Notice Inviting Bids" and the "Instructions to Bidders," and will furnish insurance certificates, Payment Bond, Performance Bond, and any other documents as may be required by the Contract Documents.
4. Bidder has familiarized itself with the nature and extent of the Contract Documents, WORK, site, locality where the WORK is to be performed, the legal requirements (federal, state and local laws, ordinances, rules, and regulations), and the conditions affecting cost, progress or performance of the WORK and has made such independent investigations as Bidder deems necessary.
5. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.
6. To all the foregoing, and including all Bid Schedule and information required of Bidder contained in this Bid Form, said Bidder further agrees to complete the WORK required under the Contract Documents within the Contract Time stipulated in said Contract Documents, and to accept in full payment therefore the Contract Price based on the total bid price(s) named in the aforementioned Bid Schedule.
7. Bidder has examined copies of all the Contract Documents including the following Addenda (receipt of all of which is hereby acknowledged by the Undersigned):

Addenda No. ____ Date Issued _____	Addenda No. ____ Date Issued _____
Addenda No. ____ Date Issued _____	Addenda No. ____ Date Issued _____
Addenda No. ____ Date Issued _____	Addenda No. ____ Date Issued _____
Addenda No. ____ Date Issued _____	Addenda No. ____ Date Issued _____

Give number and date of each addenda above. Failure to acknowledge receipt of all Addenda may cause the Bid to be non-responsive and may cause its rejection.

SECTION 00300 – BID

8. The Bidder has read this Bid and agrees to the conditions as stated herein by signing his/her signature in the space provided below.

Dated: _____	Bidder: _____ (Company Name)
Alaska CONTRACTOR's Business License No: _____	By: _____ (Signature)
Alaska CONTRACTOR's License No: _____	Printed Name: _____ Title: _____
Telephone No: _____	Address: _____ (Street or P.O. Box)
Fax No: _____	_____
Email: _____	(City, State, Zip Code)

9. TO BE CONSIDERED, ALL BIDDERS MUST COMPLETE AND INCLUDE THE FOLLOWING AT THE TIME OF THE DEADLINE FOR BIDS. MISSING DOCUMENTS WILL DEEM THIS BID NON-RESPONSIVE:
- > Bid, Section 00300 (includes addenda receipt statement)
 - > Completed Bid Schedule, Section 00310
 - > Bid Security (Bid Bond, Section 00320, or by a certified or cashier's check as stipulated in the Notice Inviting Bids, Section 00030)
 - > Contractor Financial Responsibility, Section 00370
10. The apparent low Bidder is required to complete and submit the following documents by 4:30 p.m. on the ***fifth business day*** following the date of the Posting Notice.
- > Subcontractor Report, Section 00360
- The apparent low Bidder who fails to submit the completed Subcontractor Report within the time specified in Section 00360 – Subcontractor Report, may be found to be not a responsible Bidder and may be required to forfeit the Bid security. The OWNER may then consider the next lowest Bidder for award of the contract.
11. The successful Bidder will be required to submit, ***within ten Days (calendar)*** after the date of the "Notice of Intent to Award" letter, the following executed documents:
- > Agreement Forms, Section 00500
 - > Performance Bond, Section 00610
 - > Payment Bond, Section 00620
 - > Certificates of Insurance, (CONTRACTOR) Section 00700 and Section 00800

**SECTION 00310
BID SCHEDULE**

Complete and submit the following Bid Schedule(s) for the construction:

HB 24-5 Lawn Maintenance at Emerson's Field

Furnish all labor, equipment, and materials for the following work as defined in the Contract Documents:

BASE BID Schedule

Pay Item No.	Pay Item Description	Unit	Quantity	Unit Price	Amount
1		LS			

Total Base Bid Amount in Figures: \$ _____

Total Base Bid Amount in Words: _____

Date: _____ Bidder: _____
(Company Name)

**SECTION 00320
BID BOND**

KNOW ALL PERSONS BY THESE PRESENT, that _____

as Principal, and _____ as Surety,
are held and firmly bound unto **THE BOROUGH OF HAINES** hereinafter called "OWNER," in the sum of

_____ dollars (not less than five percent of the total amount of the Bid) for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS said Principal has submitted a Bid to said OWNER to perform the WORK required under the Bid Schedule of the OWNER's Contract Documents entitled:

HB 24-5 Lawn Maintenance at Emerson's Field

NOW THEREFORE, if said Principal is awarded a contract by said OWNER and, within the time and in the manner required in the "Notice Inviting Bids" and the "Instructions to Bidders," enters into a written Agreement on the form of Agreement bound with said Contract Documents, furnishes the required certificates of insurance, and furnishes the required Performance Bond and Payment Bond, then this obligation shall be null and void; otherwise, it shall remain in full force and effect. In the event suit is brought upon this bond by said OWNER and OWNER prevails, said Surety shall pay all costs incurred by said OWNER in such suit, including a reasonable attorney's fee to be fixed by the court.

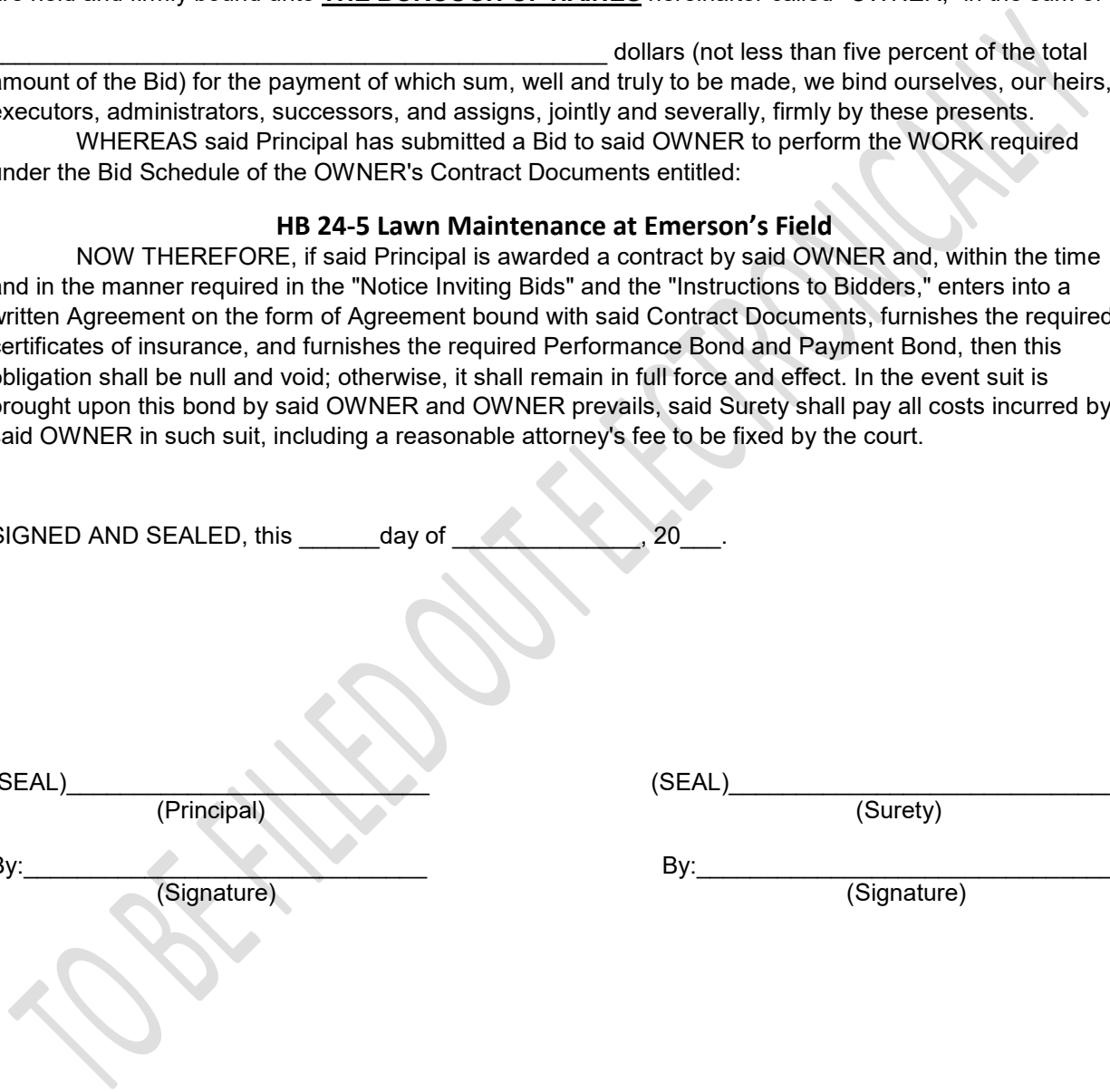
SIGNED AND SEALED, this _____ day of _____, 20____.

(SEAL) _____
(Principal)

By: _____
(Signature)

(SEAL) _____
(Surety)

By: _____
(Signature)



**SECTION 00370
CONTRACTOR FINANCIAL RESPONSIBILITY**

To be considered, all bidders must complete and include this form **at the deadline for bids**. Attach additional sheets as necessary to respond to questions.

Project: HB 24-5 Lawn Maintenance at Emerson's Field

As the General Contractor on this project, I intend to subcontract _____% of the total value of this contract.

A. EXPERIENCE

1. Have you ever failed to complete a contract due to insufficient resources?

No Yes If YES, explain:

2. Describe arrangements you have made to finance this work:

3. Have you had previous construction contracts or subcontracts with the Haines Borough?

No Yes

4. Describe your most recent or current contract, its completion date, and scope of work:

5. List below, and/or as an attachment to this questionnaire, other construction projects you have completed, dates of completion, scope of work, and total contract amount for each project completed in the past twelve months.

6. Per Alaska Statute 36.90.210, on previous public contracts, have you ever failed to pay a subcontractor within eight working days after receiving payment from the Owner (for projects occurring within the last 3 years)?

No Yes If YES, please attach a detailed explanation of each occurrence.

SECTION 00370 – CONTRACTOR FINANCIAL RESPONSIBILITY

B. EQUIPMENT

1. Describe below, and/or as an attachment, the equipment you have available and intend to use for this project.

ITEM	QUANTITY	MAKE	MODEL	SIZE/CAPACITY	PRESENT MARKET VALUE

2. Do you propose to purchase any equipment for use on this project not listed in table B-1?
 No Yes If YES, describe the type, quantity, and approximate cost:

3. Do you propose to rent any equipment for this work not listed on table B-1?
 No Yes If YES, describe type and quantity:

4. Is your bid based on firm offers for all materials necessary for this project?
 No Yes If NO, please explain:

I hereby certify that the above statements are true and complete.

Contractor

Name and Title of Person Signing

Signature

Date