

BID DEADLINE:

TIME: **4:00 p.m.**

DATE: **December 12, 2016**

## INVITATION FOR BID

ISSUE DATE: xxxxxxxxxx

PROJECT: **TS 2016-001 Mosquito Creek  
East #1  
Commercial Fuelwood Sale**

**DELIVER BIDS TO:**

Fairbanks North Star Borough  
Division of Land Management  
**DELIVERY TO ANOTHER LOCATION IS NOT  
CONSIDERED A DELIVERY**  
Physical Address  
907 Terminal St., 2nd Floor  
Mailing Address  
P. O. Box 71267  
Fairbanks, AK 99707-1267  
Phone: (907) 459-1241  
Facsimile: (907) 459-1122

Project Manager:

Deborah Koons, Land Officer  
Division of Land Management

**BIDS SHALL BE SUBMITTED ON THIS FORM AND MUST INCLUDE ORIGINAL SIGNATURES**

**MAKE A COPY FOR YOUR FILES.**

DATE OF BID: \_\_\_\_\_

MINIMUM LUMP SUM BID: \$ **4,124.76** \_\_\_\_\_

YOUR BID: \_\_\_\_\_

BID DEPOSIT: (equal to 10% of your bid\*) \_\_\_\_\_

BUSINESS LICENSE NUMBER: \_\_\_\_\_

BUSINESS NAME: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_

PHYSICAL LOCATION: \_\_\_\_\_

TELEPHONE and FAX NUMBER: \_\_\_\_\_

BY: \_\_\_\_\_

Print Name

Signature

\* Bid Deposit must be in the form of a certified check, cashier's check or money order made out to the Fairbanks North Star Borough. **By signature the bidder agrees to all terms and conditions of the IFB.**

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**INSTRUCTIONS TO BIDDERS & STANDARD TERMS AND CONDITIONS**

**1. BID REVIEW**

1.1. Bidders shall carefully review this IFB for defects and questionable or objectionable material. Bidders' comments concerning defects and questionable or objectionable material in the IFB must be made in writing and received by the Project Manager at least five (5) days before the bid opening date. Such comments will allow time for an amendment to be issued, if one is required. They will also help prevent the opening of a defective bid, upon which award cannot be made, and the resultant exposure of bidders' prices. Bidder should send any such comments to the Project Manager listed on the front of this IFB. Bidders' protests based upon any omissions, or errors, or the content of the Invitation for Bid will be disallowed if not made known prior to the bid opening.

**2. INTERPRETATION OR REPRESENTATIONS**

2.1. The Fairbanks North Star Borough assumes no responsibility for any interpretation or representations made by any of its officers or agents unless interpretations or representations are incorporated in a written amendment to the IFB.

**3. AMENDMENTS**

3.1. If any amendments are issued to an IFB, bidder shall acknowledge the receipt of such amendments in the space provided on the bid schedule form. Bids that fail to acknowledge receipt of amendments shall be considered non-responsive.

**4. BID FORMS**

4.1. Bidders shall use this form in submitting bid. A photocopied bid form may be submitted.

**5. SUBMITTING BIDS**

5.1 Envelopes containing bids must be sealed, marked, and addressed as shown in the example below. Do not put the bid number and opening date on an envelope that contains only a request for bid information. Envelopes with bid numbers written on the outside will not be opened until the scheduled date and time.

U.S. Mail Address Format:

Bidder's Return Address 49th State Street Ciciley, AK 99701	
Fairbanks North Star Borough Land Management Division PO Box 71267 Fairbanks, Alaska 99707	
<b>IFB No: XXXXXXXXX</b> <b>Submittal Deadline: XXXXXXXXX</b>	

Hand Delivery or Courier Address Format:

Bidder's Return Address 49th State Street Ciciley, AK 99701	<b>UPS, FedEx, DHL,</b>  <b>Hand Delivery</b>
Fairbanks North Star Borough Division of Land Management 907 Terminal St., 2 <sup>nd</sup> Floor Fairbanks, Alaska 99701	
<b>IFB No: XXXXXXXXX</b> <b>Submittal Deadline: XXXXXXXXX</b>	

- 5.2 Neither the Fairbanks North Star Borough nor its officers or employees shall be responsible for the premature opening of or failure to open a bid not properly addressed and identified.
- 5.3 The office of the Project Manager is located at 907 Terminal St., Second Floor, Fairbanks, Alaska, 99701; and is open for business from 8:00 a.m. to 5:00 p.m., Monday through Friday. Acceptance of Special Delivery mail is not available Saturday, Sunday, or holidays. It shall be the responsibility of the bidder to assure that his bid is delivered to the Division of Land Management prior to the time set for opening of the bids.

**6. ALTERNATE BIDS**

- 6.1 Alternate bids will not be considered.

**7. FAX SUBMITTAL**

- 7.1 Fax submittal of an IFB is not acceptable.

**8. WITHDRAWAL, MODIFICATION, OR CORRECTION**

- 8.1 After depositing a bid, a bidder may withdraw, modify, or correct his bid, providing the project manager receives the request for such withdrawal, modification, or correction before the time set for opening bids. The original bid, as modified by such written communication will be considered as the bid. No bidder will be permitted to withdraw his bid after the time set for opening bids.

**9. FILING A PROTEST**

- 9.1 Any actual or prospective bidder, offeror, or contractor who is aggrieved in connection with the solicitation or award of a contract may protest to the Borough Mayor. Protestors are urged to seek resolution of their complaints initially with the Project Manager. A protest with respect to an invitation for bids or request for proposals shall be submitted in writing prior to the opening of bids or the submittal date for proposals, unless the aggrieved person did not know and should not have known of the facts giving rise to such protest

prior to bid opening or the closing date for proposals. The protest shall be submitted within five calendar days after such aggrieved person knows or should have known of the facts giving rise thereto.

- 9.2 The protest must be filed in writing and include the following information: (1) the name, address, and telephone number of the protestor; (2) the signature of the protestor or the protestor's representative; (3) identification of the contracting agency and the solicitation or contract at issue; (4) a detailed statement of the legal and factual grounds of the protest, including copies of relevant documents; and (5) the form of relief requested. Protests will be treated in accordance with FNSB Code of Ordinances 16.65.010.
- 9.3 Notwithstanding any other provision of this section, an interested person is free at any time to contact the project manager for the purpose of clarifying selection procedures.
10. **BID PRICE** This is a lump sum bid for all the commercial timber within the sale unit.
11. **RESPONSIBILITY TO KEEP INFORMED**
- 11.1 Note that it is the potential bidders responsibility to keep informed. Failure to do so may result in a bid being declared non-responsive.
- 11.2 It is the responsibility of the bidder to personally inspect the proposed sale area and to inquire about all the necessary permits required to conduct the operations contemplated in the timber sale contract. By signing the bid documents the bidder acknowledges that he is aware of this responsibility and has taken appropriate action to be informed about the sale area, its conditions, and necessary permits.
12. **COMPLIANCE**
- 12.1 In the performance of a contract that results from this IFB, the contractor must comply with all applicable federal, state, Borough and other local regulations, codes, and laws; and be responsible for all required insurance, licenses, permits, and bonds.
13. **FIRM OFFER**
- 13.1 Offers made in accordance with this IFB must be good and firm for a period of ninety (90) days from the date of bid opening.
14. **BID PREPARATION COSTS**
- 14.1 The Borough is not liable for any costs incurred by the bidder in bid preparation.
15. **IMPOSSIBILITY TO PERFORM**
- 15.1 The bidder is not liable for any failure to perform its obligations under this agreement, if that failure is caused by any unforeseeable force beyond the control of, and without the fault or negligence of, the bidder. For the purposes of this agreement, such forces will mean any emergency under the Alaska Disaster Act (AS 26.23); war (whether declared or not); revolution; invasion; insurrection; riot; sabotage; military or usurped power; lightning; explosion; fire; storm; drought; flood; earthquake; epidemic; quarantine; strikes; acts or restraints of governmental authorities affecting the project or directly or indirectly prohibiting or restricting the furnishing or use of materials or labor required; inability to secure materials, machinery, equipment, or labor because of priority, allocation, or other regulations of any governmental authorities.
16. **LATE BIDS**
- 16.1 Late bids are bids received after the time and date set for receipt of the IFB. Bids will be received during the period and at the place stated on the IFB Cover Sheet. It is the sole responsibility of the bidder to see that his bid is submitted in time. Any bid received after the scheduled opening time will not be considered, but will be held unopened in the bid file, unless other disposition is requested or agreed to by the bidder. Other disposition will not take place until after award.
17. **ACCEPTANCE OR REJECTION OF BIDS**
- 17.1 The Fairbanks North Star Borough may accept or reject any or all bids for good cause shown, waive minor deviations from the specifications, and waive any informality in bids received, when such acceptance, rejection, or waiver is in the best interest of the Fairbanks North Star Borough. Informalities in bids are matters of form rather than substance evident from the bid document, or insignificant mistakes that can be waived or

corrected without prejudice to other bidders; that is, the effect on price, quantity, quality, delivery, or contractual conditions is negligible, and waiver of the informality does not grant the bidder a competitive advantage.

17.2 The Fairbanks North Star Borough may cancel the solicitation if such cancellation is in the best interest of the Borough.

17.3 A bid may be rejected when (1) bidder is not in a position to perform the contract; (2) the bid is not signed by hand; (3) the bidder fails to furnish bid bonds or surety deposits, plans, and so forth, when any were specifically called for in the IFB; (4) the bidder has failed to use this bid form; (5) the bidder fails to provide, with the bid, descriptive literature necessary to determine the responsiveness of the bid; or (6) the bidder otherwise fails to qualify as a responsible and responsive bidder under FNSB 16.04 and 16.04.

**18. AFFIRMATIVE ACTION/EQUAL OPPORTUNITY**

18.1 The Fairbanks North Star Borough is an Affirmative Action/Equal Opportunity Employer.

18.2 The Fairbanks North Star Borough, and all contractors agree and certify that they shall comply with the requirement of all pertinent Federal and State laws relating to equal opportunity in contracting and procurement activities.

**19. BIDDER'S CHECK LIST**

19.1 Bidders are advised that, notwithstanding any instructions or inferences elsewhere in this Invitation for Bid, ONLY the documents shown on this sheet need be submitted with and made part of their bid. Other documents may be required after bid time, but prior to award. Bidders are advised that failure to submit the documents shown on this sheet and return the forms in the condition indicated SHALL RENDER THE BID NON-RESPONSIVE.

19.2 BIDS WILL NOT BE CONSIDERED if the following documents and/or attachments are not completely filled out, in the condition indicated, and submitted with the bid.

X An original signature must be on the Cover Sheet, Page 1, (INVITATION TO BID)

X The entire Bid Document must be turned in as your bid consisting of pages 1-6

X The person signing the bid must initial erasures or other changes made to the Bid Document. NOTE: "White Out" or other liquid correction methods must be initialed.

X Certified check, cashier's check, or money order shall be submitted with the bid in the amounts indicated. All checks must have the name of the bidder and the IFB Number clearly stated on the face of the check.

X All amendments issued that require acknowledgment shall be acknowledged by manually signing (original signature) the Amendment Sheet and submitting it with the bid.

X Copy of State of Alaska Business License

**20. SAMPLE TIMBER SALE CONTRACT**

20.1 A Sample Commercial Fuelwood Sale Contract is attached to the IFB as Attachment "A". This Contract will be executed between the successful bidder and the Borough.

20.2 If the parties enter into a Timber Sale Contract for firewood as a result of this Borough Invitation for Bid, then the following documents constitute the whole agreement of the parties, and they prevail in the following order in the event of any inconsistency between them: (1) The Timber Sale Contract and its attachments, and (2) the specifications in the Invitation For Bid as issued by the Borough.

**21. ETHICS** Bidder acknowledges that Section 16.40 of the Fairbanks North Star Borough Code provides as follows:

21.1 It shall be unethical for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore.

21.2 It shall be unethical for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith as an inducement for the award of a subcontract or order."

Bidder agrees to follow the terms of this ordinance.

22. **REPRESENTATIVES** Each party may deliver notices under this agreement to the representative and address listed below:

Borough Representative: Sandra Wagner, Land Manager  
Division of Land Management  
Fairbanks North Star Borough  
907 Terminal St., (P. O. Box 71267)  
Fairbanks, AK 99707

Bidder Representative: \_\_\_\_\_

Business Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

23. **METHOD OF AWARD**

Award will be made to the responsible bidder meeting all requirements submitting the highest total lump sum bid.

24. **CONTRACT DATE**

The effective date of the Contract will be the date the contract is executed by the Borough. The contract will terminate on **(3) three years from signed contract** unless extended by mutual agreement of the parties.

**THESE TERMS & CONDITIONS WILL BE INCORPORATED AND BECOME PART OF ANY CONTRACT RESULTING FROM THIS INVITATION FOR BID.**