

MATANUSKA-SUSITNA BOROUGH
LAND AND RESOURCE MANAGEMENT
PALMER, ALASKA



BIDDING AND CONTRACT DOCUMENTS
OVER THE COUNTER
SALVAGE TIMBER SALE

STH 23-001

MSB007909 – Mule Creek, 390 Acres

COMPLETED BIDS MUST BE SUBMITTED NO LATER THAN:
January 31, 2023 @ 2PM

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SECTION I
INSTRUCTIONS TO BIDDER (6 pages)

01. EXAMINATION OF BIDDING DOCUMENTS AND SITE

The Bidder shall examine carefully the Bidding Documents and site of the proposed work before submitting a Bid. The submission of a Bid shall be an admission that the Bidder has made such examination and is satisfied as to the conditions to be encountered in performing the work and as to the requirements and accuracy of the Bidding Documents.

The BOROUGH assumes no responsibility for any understanding or representations concerning conditions made by any of its officers, agents, or employees prior to the execution of this bid document and its contents, unless such understanding or representations are expressly stated in the Bidding Documents or Addenda.

Any interested party submitting a bid on Matanuska-Susitna Borough (BOROUGH) projects should first review the BOROUGH Debarment/Suspension List. This listing is available on the BOROUGH Website. Any submission of a bid, with participation or involvement of an individual, company, firm or corporation on this list will render the bid/proposal as non-responsive.

The Bidder shall include in their bid sufficient sums to cover all items required by the Contract Agreement and the conditions of the site(s), and shall rely entirely upon their own examination in making their bid. The submission of a bid shall be taken as prima facie evidence of compliance with this paragraph.

02. INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS

Bidders shall notify the BOROUGH Land and Resource Management Division Natural Resource Manager (NRM) promptly of any error, omission, or inconsistency that may be discovered during examination of the Bidding Documents and the proposed construction site. Requests from Bidders for interpretation or clarification of the Bidding Documents shall be made in writing to the NRM and shall arrive at least four (4) working days prior to the date for opening Bids. Any questions received after this date may not be answered. Oral questions may be presented at a pre-bid conference if one is provided for in the Bidding Documents. Interpretations, corrections, or changes, if any, to the Bidding Documents shall be made by Addendum. Bidders shall not rely upon interpretations, corrections, and changes made in any other manner, including orally, at the pre-bid conference. Interpretations, corrections, and changes shall not be binding unless included in an Addendum. All Addenda issued during the time of bidding shall become part of the Agreement Documents. Questions or requests for clarifications shall be directed to the NRM. Questions or requests for clarification directed to any other member of the borough staff may be grounds for rejection of bid as being irregular.

If material required for bidding purposes by these documents is absent, the Bidder is required to notify the Land and Resource Management Department in writing, or by e-mail to ekrueger@matsugov.us.

NO ORAL QUESTIONS WILL BE ENTERTAINED.

It is the Bidders sole responsibility to ascertain that they have received all Addenda issued by the Land and Resource Management Division. Addendum will be issued by U.S. Mail, or e-mail. All Addenda must be acknowledged in the space provided on the Bid Form. If no Addendum has been issued, leave blank or write or type "N/A" on the Bid Form in the space provided.

03. PREPARATION AND SUBMISSION OF BIDS

The Bidder with their usual legal signature must sign each bid, preferably in blue ink. Bids shall be submitted on the bid forms supplied and must be manually signed. Bids shall be submitted in a sealed envelope with the Invitation Number plainly marked on the front.

Where required on the bid, Bidders must provide a quote on all items. Failure to do so may disqualify the Bid. When quotes on all items are not required, Bidders shall insert the words "no bid" in the space provided for any item where no quote is made. If erasures or other changes appear on the forms, the person signing the bid must initial each such erasure or change.

Bids shall specify a unit or lump sum price, typed or written in ink in numerical form, for each bid item called for. In case of error in the extension of prices, the unit price will govern. Bids may be rejected if they show any omissions, alteration of the forms, additions not called for, conditional or alternate bids not called for, or irregularities of any kind.

If more than one Proposal/Bid is offered by any one party, by or in the name of their clerk, partner, or other person, all such Proposals/Bids will be rejected. A party who has quoted prices to an Offeror/Bidder is not thereby disqualified from quoting prices to other Offerors/Bidders, or from submitting a Proposal/Bid directly for the work.

Bidders must submit with their bid, a certified check or money order for 10% of the full amount of their bid. Bidders must also submit evidence of the BOROUGH Business License, Alaska Business License, Tax Clearance, and proof of Insurance in the appropriate amounts. The successful Bidder will be expected to execute the Contract Agreement within 5 days of bid closure or assembly approval. Unsuccessful Bidders will have funds returned once the Contract Agreement is executed by the BOROUGH.

04. BID GUARANTEE – Bids must be accompanied by a 10% payment of the total bid amount.

05. DIRECTIONS FOR DELIVERY OF BIDS

Envelopes containing the bid, must be sealed, addressed and marked indicating bid number, bid name, and bid opening time and date, and delivered to:

Matanuska-Susitna Borough
Land Management Division
ATTN: Natural Resource Manager
350 East Dahlia Avenue
Palmer, Alaska 99645

06. BIDDERS CHECK LIST

Bids may not be considered if the documents listed at the bottom of the Bid Form are not completely filled out, signed with original signature(s), and submitted with the bid.

07. RECEIPT AND OPENING OF BIDS

Bids must be received by the Land and Resource Management Division no later than January 31, 2023 at 2pm.

Late Bids will not be considered. Time of bid receipt will be determined by date and time stamp of the Land Management office.

Electronic transmitted bids will not be considered unless specifically stated in bid documents. Modification of bids already submitted will be considered if received by the NRM prior to bid closure on January 23, 2023 at 2pm.

No liability will attach to the BOROUGH for the premature opening of, or the failure to open, a bid not properly addressed and identified.

Bids may be withdrawn on written or electronic request received from Bidder prior to the time specified for Bid closure.

If more than one Bid is offered by any one party, by or in the name of their clerk, partner, or other person, all such Bids will be rejected. A party who has quoted prices to a Bidder is not thereby disqualified from quoting prices to other Bidders, or from submitting a Bid directly for the work.

Bids shall be opened at the close of bid acceptance. Successful Bidder will be notified within ten working days of bid opening.

08. EVIDENCE OF QUALIFICATIONS

Upon request of the BOROUGH, a Bidder whose Bid is under consideration for the award of the Contract Agreement shall submit promptly to the BOROUGH satisfactory evidence of the Bidder's financial resources, their experience, their performance in completing other projects of a similar nature and the organization and equipment they have available for the performance of the Contract Agreement.

09. QUALIFIED AND RESPONSIBLE BIDDER

Before the bid is considered for award, the NRM reserves the right to determine a Bidder is qualified and responsible and to require the Bidder to complete a Bidder Qualification Form and/or a current financial statement prepared by a Certified Public Accountant.

The NRM shall determine whether a Bidder is qualified pursuant to MSB 23.10.090 Qualifications of Applicants and Bidders which states:

(A) A Bidder at auction or an applicant to otherwise purchase, lease, or use BOROUGH-owned real property must be a legally competent person under the laws of the state of Alaska. A person acting as agent for an applicant or Bidder must also be a legally competent person, and must, prior to placing a bid or submitting an application, file with the manager a duly executed power of attorney or other evidence of such agency acceptable to the manager.

(B) A person is not a qualified applicant or Bidder if:

(1) the person has failed to pay a deposit or payment, including interest at the legal rate, due to the BOROUGH in relation to BOROUGH-owned real property in the previous five years; or

(2) the person is currently in breach or default on any contract or lease for real property transactions in which the BOROUGH has an interest; or

(3) the person has failed to perform under a contract or lease involving BOROUGH-owned real property in the previous five years and the BOROUGH has acted to terminate the contract or lease or to initiate legal action; or

(4) the person has failed to perform under or is in default of a contract with the BOROUGH; or

(5) the person is delinquent in any tax payment to the BOROUGH; or

(6) the manager has good cause to believe that the person is unlikely to make payment or responsibly perform under the lease or other contract.

(C) No BOROUGH-owned real property, nor any interest therein, may be sold, leased, or otherwise transferred to any person who is delinquent in the payment of any obligation to the BOROUGH, nor may the BOROUGH process the application for the sale, lease, or other disposal of real property, or any interest therein.

The NRM shall determine whether a Bidder is responsible on the basis of the following criteria:

The skill and experience demonstrated by the Bidder in performing Agreements of a similar nature.

The Bidder's record for honesty and integrity.

The Bidder's capacity to perform in terms of facilities, personnel and financing.

The BOROUGH reserves the right to require the Bidder to submit information pertaining to its products, service, reputation, and experience, in order to determine, at the BOROUGH's sole discretion, if the Bidder is a qualified/responsible vendor. Past dealings with the BOROUGH and other government agencies will be considered.

A Bidder's representations concerning their qualifications and past dealings as defined above will be construed as a covenant under the Contract Agreement. Should it appear that the Bidder has made any material misrepresentation, the BOROUGH shall have the right to terminate the Contract Agreement for breach, and the BOROUGH may then pursue such remedies as provided in the Contract Agreement or as provided by State statute, Borough code, or as appropriate.

Any determination that a Bidder is non-qualified or non-responsible will be made by the NRM in writing to the Bidder setting forth the reasons for such determination.

10. ACTION ON BIDS

The BOROUGH reserves the right to reject any and all bids, and to waive any informalities and irregularities in bidding or award of the Contract Agreement.

Unless otherwise stated in the bidding documents, a contract, if awarded, shall be issued to the Bidder who submits the highest responsive and acceptable bid within the requirements of the bid document.

11. PERFORMANCE BONDS

SEE PERFORMANCE BOND REQUIREMENTS IN SAMPLE CONTRACT AGREEMENT REFERENCED IN BIDDING DOCUMENTS.

12. INSURANCE

SEE INSURANCE REQUIREMENTS IN SAMPLE CONTRACT AGREEMENT REFERENCED IN BIDDING DOCUMENTS.

13. ESTIMATES OF QUANTITIES APPROXIMATE ONLY - RESERVED

14. EXECUTION OF CONTRACT AGREEMENT

The Bidder whose bid is accepted shall execute the Contract Agreement immediately following the bid opening, if it's approved by the Borough Assembly. The Agreement shall be considered executed by the successful Bidder when the Contract Agreement is signed by an authorized representative of the Bidder, and the Bond and insurance certificate(s) are received by the NRM.

The date the Contract Agreement is executed by the BOROUGH the rights and obligations provided for in the Contract Agreement shall become effective and binding upon the parties.

15. CONTRACTOR'S WARRANTY - RESERVED

16. CERTIFIED PAYROLL - RESERVED

17. STATE OF ALASKA PREVAILING WAGE SCALE - RESERVED

18. PURCHASER'S VIOLATIONS OF TAX OBLIGATIONS

A. No Agreement shall be awarded to any individual, firm, corporation, or business who is found to be delinquent in any area of taxation, lease, land payment, or rental agreement, with the BOROUGH which has not been remedied within 10 calendar days of receipt of written notice.

B. The Contract Agreement can be terminated for cause if it is determined that the individual, firm, corporation, or business is in arrears of any taxation, lease, land payment, or rental agreement, that is due to the BOROUGH that is not remedied within 10 calendar days of notification by regular mail.

The BOROUGH reserves any right it may have to offset amounts owed by an individual, firm, corporation or business for delinquent BOROUGH taxes, lease, rental agreement, or land sale payments, against any amount owing to the same under an agreement between the BOROUGH and the same.

19. PROTEST OF AWARD OF BID – RESERVED

20. MATANUSKA-SUSITNA BOROUGH BUSINESS LICENSE

Effective January 1996, Matanuska-Susitna Borough Code, Chapter 3.36, requires that all businesses conducting business within the boundaries of the BOROUGH have a current business license issued by the BOROUGH. Prior to any award as a result of this solicitation, the Bidder will be required to provide proof that they have a current Matanuska-Susitna Business License or proof that they have applied for one. Copies of MSB 3.36.040 and instructions on obtaining a business license may be obtained at the Collection Counter, Finance Department, or by calling (907) 861-8632.

21. PROCEDURES FOR AWARD

The Contract shall be awarded by written notice issued by the NRM to the highest qualified, responsive, and responsible Bidder. Bids on wood volumes greater than 500 cords must be approved by the Borough Assembly before the contract can be executed.

22. LOCAL BIDDER PREFERENCE - RESERVED

23. THIRD-PARTY FINANCING AGREEMENTS AND/OR ASSIGNMENTS OF PAYMENT NOT ALLOWED

Because of additional administrative and accounting time required of Borough departments/divisions when third party financing agreement and/or assignments of payment are permitted, they will not be allowed under any agreement resulting from this solicitation to bid.

24. LICENSE REQUIREMENTS

All Contractors, and sub-contractors must comply with state of Alaska requirements regarding licensing. Reference the state of Alaska's licensing requirements for performing work under this Contract Agreement.

25. ACCEPTANCE OF CONTRACT AGREEMENT TERMS AND CONDITIONS

By signing the Bid Form, the Bidder certifies that they have examined and accept the terms and conditions of the contract or agreement contained in this solicitation. The acceptance is inclusive

of, but not limited to, all CONTRACT REQUIREMENTS, TERMS AND CONDITIONS, GENERAL PROVISIONS, AND SUPPLEMENTAL CONDITIONS along with any and all conditions contained in the INSTRUCTIONS TO BIDDERS associated with this solicitation. Submission of a bid in response to this solicitation, certifies that the Bidder is willing to accept these terms and understands that failure to accept these terms will subject the Bidder to forfeiture of the Contract and loss of any bid guarantee as liquidated damages.

Bidders are encouraged to carefully examine the insurance requirements, any bonding requirements, and any Defense and Indemnification clause contained in the sample Contract Agreement.

SECTION II

MULE CREEK STH 23-001

SCOPE OF WORK (1 Page)

The Matanuska-Susitna Borough Land & Resource Management Division (LRMD) is offering 390 acres as a salvage timber sale for the removal of spruce trees damaged and/or infested with spruce bark beetles and birch seven inches or greater diameter at breast height to assist with forest management and removal of fuel wood from the area. This sale is located within the West one half of section 35, Township 15 North, Range 4 West, the West one half of section 2, Township 14 North, Range 4 West, the Southeast one quarter of Section 34, Township 15 North, Range 4 West, and the Northeast one quarter of Section 3, Township 14 North, Range 4 West, Seward Meridian, Alaska. A detailed map is included as Exhibit "A" of the sale CONTRACT AREA.

This contract is for the removal of spruce trees damaged by or infested with spruce bark beetles and birch seven inches diameter at breast height or greater from the designated CONTRACT AREA. The offering is an estimated 3,510 cords of timber at \$5.00 a cord.

The removal of beetle killed, and damaged spruce trees along with live birch must be completed by the date listed in the contract at the time of signing unless an extension is granted. Incidental timber required to be cut for access may also be included. No other timber may be cut or harvested without prior approval from the LRMD.

All logging operations must conform to the submitted Operations Plan and Alaska Forest Resources and Practices Regulations (11 AAC 95).

All "Limbing/Topping" must be performed within the CONTRACT AREA. All slash must be dealt with in accordance with 11 AAC 95.370.

Grubbing up to one half acre for a landing and milling area may be allowed within the CONTRACT AREA with written permission from the LRMD. Any permitting associated with the grubbing is the responsibility of the Bidder.

The BOROUGH makes no warranties regarding the quality, quantity, merchantability, or fitness of the timber located within the CONTRACT AREA.

The successful Bidder shall submit an Operation Plan with a map to the BOROUGH prior to commencing operations within the CONTRACT AREA. The Operation Plan shall identify equipment to be used in the CONTRACT AREA, landing location and a brief explanation of planned hauling and milling processes as appropriate. This plan must be approved by the LRMD prior to beginning operations and henceforth be included as Exhibit "B" of the Contract Agreement. If required, the Bidder shall also submit the plan to the State Division of Forestry for review and approval.

During the term of the Contract Agreement the Bidder shall purchase and maintain insurance as outlined in Exhibit "F" of the Contract Agreement.

SECTION III

BID FORM (1 Page)

STH23-001 OVER THE COUNTER SALVAGE TIMBER SALE

Provide all personnel, material, supplies, equipment, transportation, and all other items as may be required to complete the services identified within the Scope of Work or specifications entitled *Competitive Sealed Bid Commercial Timber Sale*.

<u>Sale Name & Number</u>	<u>Approx. Volume and Type</u>	<u>Total Acres of Harvestable Area</u>	<u>Desired Acreage & Bid Amount</u>	<u>Legal Description</u>
Mule Creek STH23-001 MSB007909	Approx. 3,510 cords of timber	390	_____	W ½ SE¼Section 35, SE ¼ Section 34, T15N, R04W, SM W ½ Section 2, NE ¼ Section 3 T14N, R04W, SM

By signing below, the Bidder is hereby certifying to the following –

- 1) The Bidder has carefully examined the bid documents for solicitation number, **MSB007909 STH23-001, Over the Counter Timber Sale**; and agrees to purchase said sale for the amount listed on the bid form and comply with all requirements of the associated contract.
- 2) The individual signing below, the firm association, or corporation of which they are a member, has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this solicitation.
- 3) The individual signing below is authorized by the firm association or corporation to bind such association or corporation to a legal contract.
- 4) The individual signing below, or the firm association or corporation of which they are a member, is not debarred or suspended from doing business with the Matanuska-Susitna Borough.
- 5) They are acknowledging receipt of the following Addenda Numbers (if no addenda have been issued, either leave blank or write “N/A”).
- 6) Completed Bid Packages must be submitted to the MSB Land & Resource Management Division by:
DATE @ 2pm.

Addenda numbers being acknowledged:

Company Name	Date
Mailing Address	Signature
City, State & Zip Code	Title (printed or typed)
Phone Number	Email Address

It shall be the responsibility of the Bidder to see that their bid is received at or before the date and time fixed for opening	To be considered responsive, Bidders should include the following with their Bid; <ul style="list-style-type: none"> ✓ Signed Form (acknowledging Addenda if applicable) ✓ Mat-Su Borough & SOA Business Licenses, Insurance & Tax Clearance ✓ Cashier's Check or money Order in the full amount of bid
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