## **Invitation to Bid**

# Cribbing and Blocking Material for GPIP Vessel Haulout

Bid Release: Friday, August 8, 2025

Bids Due: Tuesday, August 26, 2025

No Later Than 2:00:00 p.m. Local Time

City and Borough of Sitka 100 Lincoln Street Sitka, Alaska 99835



#### **INVITATION TO BID**

#### CRIBBING AND BLOCKING MATERIAL FOR THE GPIP VESSEL HAULOUT

The City and Borough of Sitka will receive bids no later than 2:00:00 PM Alaska Time Zone, Tuesday, August 26, 2025. Bids may be submitted electronically or delivered to the Municipal Clerk, City and Borough of Sitka, 100 Lincoln Street, Sitka, Alaska 99835. Bids received after the deadline will not be accepted or considered. Bids will be publicly opened and read aloud shortly after the deadline.

The project consists of supplying and delivering cribbing and blocking material for use in the GPIP Vessel Haulout at the Gary Paxton Industrial Park (GPIP).

Questions can be directed to Garry White at garrywhite@gci.net

Bid documents may be downloaded from the web:

www.cityofsitka.com (Click on the Bids and RFP link)

It is the responsibility of the bidder to regularly check the website for addenda to the project for which they are bidding.

The City and Borough of Sitka reserves the right to reject any and all bids and to waive informalities.

Notice Given by the Municipal Administrator, City and Borough of Sitka, August 8, 2025.

#### INSTRUCTIONS TO BIDDERS

# CRIBBING AND BLOCKING MATERIAL FOR THE GPIP VESSEL HAULOUT SITKA, ALASKA

#### **Bid Deadline:**

Bids are due No Later Than 2:00:00 PM Local Time, Tuesday, August 26, 2025.

#### **Bid Submittal:**

Bidders must submit their completed bid form by **one** of the following methods:

- Online via BidExpress.com.
- Email the completed bid form to clerks@cityofsitka.org
- In person or by mail: Deliver a sealed envelope labeled "Cribbing and Blocking Material GPIP" to: Municipal Clerk

City and Borough of Sitka 100 Lincoln Street Sitka, AK 99835.

#### **Bid Form:**

Bidder shall submit their bid on the Bid Form included in these specifications. All spaces must be filled in

#### Addendum:

The Bidder must acknowledge receipt of all Addenda.

It is the responsibility of the bidder to regularly check the website for addenda to the project for which they are bidding.

#### **Questions:**

Questions can be directed to Garry White, SEDA Executive Director, at (907) 966-2660, garrywhite@gci.net.

Bid Express customer service can be reached at (888) 352-2439.

#### **Basis of Award:**

Award will be made to the lowest responsive, responsible and qualified Bidder.

#### **Contract Award:**

- 1. The party to whom the Contract is awarded will be required to execute the Agreement within ten (10) days from the date when Notice of Award is delivered to the Bidder. Notice of Award shall be accompanied by the necessary agreement and bond forms. In case of the failure of the Bidder to execute the Agreement, the Owner may at his option consider the Bidder in default, in which case the bid bond accompanying the proposal shall become the property of the Owner..
  - The Owner within ten (10) days of receipt of the Agreement signed by the party to whom the Contract is awarded shall sign the Agreement and return to such party an executed duplicate of the Agreement.
- 2. The Notice to Proceed shall be issued within ten (10) days of the execution of the Agreement by the Owner. Should there be reason why the Notice to Proceed cannot be issued within such period, the time may be extended by mutual agreement between the Owner and the Contractor.

#### INSTRUCTIONS TO BIDDERS

#### Cribbing and Blocking Material GPIP Vessel Haulout

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3. The low Bidder shall supply the names and addresses of major material suppliers and subcontractors upon request of the Owner. The Contractor shall be experienced with similar projects and product use. Examples of previous work shall be supplied upon request.

#### **Completion of Work:**

Fifty percent (50%) of the total materials shall be delivered on or before **September 30, 2025** with the remining fifty percent (50%) delivered on or before **December 30, 2025**.

#### **General Contract Conditions:**

- 1. Bidders must satisfy themselves of the conditions as stipulated in the Contract. After the bids have been submitted, the Bidder shall not assert that there was a misunderstanding concerning the Contract.
- 2. The Contract Documents contain the provisions required for this contract. Information obtained from an officer, agent, or employee of the Owner or any other person shall not affect the risk or obligations assumed by the Contractor or relieve him from fulfilling any of the conditions of the Contract
- 3. A conditional or qualified bid will not be accepted.
- 4. All applicable laws, ordinances and the rules and regulations of all authorities having jurisdiction over this Contract shall apply to the Contract throughout.
- 5. Each Bidder is responsible for reading and being thoroughly familiar with the Contract Documents. The failure or omission of any Bidder to do any of the foregoing shall in no way relieve any bidder from any obligation in respect to his bid.

#### **Owner's Rights Reserved:**

- 1. The Owner may waive any informalities or minor defects or reject any or all bids. Any bid may be withdrawn prior to the scheduled time for the opening of the bids. Any bid received after the time and date specified shall not be considered. No Bidder may withdraw a bid within 60 days after the actual date of opening thereof. Should there be reason why the Contract cannot be awarded within the specified period; the time may be extended by mutual agreement between the Owner and the Bidder.
- 2. The Owner may make such investigations as he deems necessary to determine the ability of the Bidder to perform the work, and the Bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of such Bidder fails to satisfy the Owner that such Bidder is properly qualified to carry out the obligations of the Agreement and to complete the work contemplated herein.
- 3. The City and Borough of Sitka may reject any bid which is unbalanced if it is in the best interest of the City to do so. A bid is unbalanced when, in the opinion of the Public Works Director, it allocates a disproportionate share of costs or profit, or both, to the price or one or more items of Work and reduces the share of costs or profit, or both, allocated to the price of another item or items of Work, and if there is a reasonable possibility that the bid will not result in the lower overall cost of the Work to the City.

# City and Borough of Sitka Cribbing and Blocking Material for GPIP Vessel Haulout

The City and Borough of Sitka (CBS) invites sealed bids for the supply and delivery of cribbing and blocking material for use in the GPIP Vessel Haulout at the Gary Paxton Industrial Park (GPIP).

#### MATERIALS SPECIFICATIONS

All materials shall be Sitka Spruce or similar timber. CBS is requesting unit pricing for the following items:

- 1. 350 vessel blocks, each 12 inches x 12 inches x 3 feet
- 2. 100 vessel blocks, each 8 inches x 8 inches x 3 feet
- 3. 750 vessel cribbing, each 6 inches x 8 inches x 4 feet.

#### **DELIVERY**

The blocking and cribbing furnished and delivered by the supplier to the Gary Paxton Industrial Park, 4690 Sawmill Creek Road, Sitka, AK 99835. Please contact Garry White (907)966-2660 prior to delivery.

#### **PAYMENT**

Payment for this work shall be made at the unit price listed in the bid schedule, upon successful delivery, acceptance of the materials, and submission of a proper invoice.

#### TIME OF DELIVERY

Fifty percent (50%) of the total materials shall be delivered on or before **September 30, 2025** with the remining fifty percent (50%) delivered on or before **December 30, 2025**.

## **BID FORM**

#### CITY AND BOROUGH OF SITKA CRIBBING AND BLOCKING MATERIAL FOR GPIP VESSEL HAULOUT SITKA, ALASKA

### **BID SCHEDULE:**

ITEM NUMBER	QUANTITY	NAME OF PAY ITEM WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT PRICE	TOTAL AMOUN
1.	350 Each	12" x 12" x 3' Vessel Blocking Per Each (Written)		
2.	100 Each	8" x 8" x 3' Vessel Blocking Per Each (Written)		
3.	750 Each	6" x 8" x 4' Vessel Cribbing Per Each (Written)		
	Grand 7	Γotal (sum items 1-3): \$		
(Grand Total Written)				
SUI	BMITTED I	BY:		
Company Name:				
Company Contact:				
Address:				
Telephone No Email:				
all is	nformation pre	the Bidder verifies that they are an authorized represent sented is accurate. Furthermore, the Bidder agrees by all ad Blocking Materials for GPIP Vessel Haulout" docume	terms set for in the "In	
Sign	Signature of Authorized Representative Date		Date	
Add	reby acknowl lendum No lendum No			

#### City and Borough of Sitka

#### STANDARD TERMS AND CONDITIONS - GENERAL CONDITIONS

- 1. Inspections and Reports: The City and Borough of Sitka ("Purchaser") may inspect, in the manner and at reasonable times it considers appropriate, all of the contractor's facilities and activities under this contract. The contractor shall make progress and other reports in the manner and at the times the department reasonably requires.
- 2. Suitable Materials, Etc.: Unless otherwise specified, all materials, supplies or equipment ("Goods") offered by the contractor shall be new, unused, and of the latest edition, version, model or crop and of recent manufacture. All Goods supplied by Contractor shall be merchantable as defined under Alaska law. Any Goods supplied by Contractor to fulfill specific performance needs and requirements identified by Purchaser shall be fit for the specific identified purpose or application
- 3. Disputes: If the contractor has a dispute or claim arising in connection with the contract, it shall promptly provide notice and supporting documents and information pertaining to such dispute or claim within 14 days of the event giving rise to the dispute or claim. If Contractor cannot resolve the dispute or claim with Purchaser by mutual agreement, it shall pursue the claim, if at all, through litigation. 4. Default: In case of default by the contractor, for any reason whatsoever, Purchaser may procure the goods or services from another source and hold the contractor responsible for any resulting excess cost and may seek other remedies under law or equity.
- 5. No Assignment or Delegation: The contractor may not assign or delegate this contract, or any part of it, or any right to any of the money to be paid under it, except with the written consent of Purchaser.
- 6. No Additional Work or Material: No claim for additional supplies or services, not specifically provided in this contract to be performed or furnished by the contractor, will be allowed, nor may the contractor do any work or furnish any material not covered by the contract unless the work or material is ordered in writing by the Purchaser.
- 7. Independent Contractor: The contractor and any agents and employees of the contractor act in an independent capacity and are not officers or employees or agents of Purchaser in the performance of this contract.
- 8. Payment of Taxes: As a condition of performance of this contract, the contractor shall pay all federal, State, and local taxes incurred by the contractor and shall require their payment by any subcontractor or any other persons in the performance of this contract. Satisfactory performance of this paragraph is a condition precedent to payment by the Purchaser under this contract.
- 9. Compliance: In the performance of this contract, the contractor must comply with all applicable federal, state, and borough regulations, codes, and laws, and be liable for all required insurance, licenses, permits and bonds.
- 10. Conflicting Provisions: Unless specifically amended and approved by the Purchaser's Finance Director, the terms of this contract supersede any provisions the contractor may seek to add. The contractor may not add additional or different terms to this contract; as set forth in AS 45.02.207(b)(1). The contractor specifically acknowledges and agrees that, among other things, Provisions in any documents it seeks to append hereto that purport to (1) waive the City and Borough of Sitka's sovereign immunity, (2) impose indemnification obligations on the City and Borough of Sitka, or (3) seek to limit liability of the contractor for acts of contractor negligence, are expressly superseded by this contract are void
- 11. Officials Not to Benefit: Contractor must comply with all applicable federal or State laws regulating ethical conduct of public officers and employees.
- 12. Contract Prices: Contract prices for Goods and Services must be in U.S. funds and include applicable federal duty, brokerage fees, packaging, and transportation cost to the FOB point so that upon transfer of title the commodity can be utilized without further cost. Prices for services must be in U.S. funds and include applicable federal duty, brokerage fee, packaging, and transportation cost so that the services can be provided without further cost.
- 13. Contract Funding: Contractors are advised that funds are available for the initial purchase and/or the first term of the contract. Payment and performance obligations for succeeding purchases and/or additional terms of the contract are subject to the availability and appropriation of funds.
- 14. Force Majeure: The parties to this contract are not liable for the consequences of any failure to perform, or default in performing, any of their obligations under this Agreement, if that failure or default is caused by any unforeseeable Force Majeure, beyond the control of, and without the fault or negligence of, the respective party. For the purposes of this Agreement, Force Majeure will mean war (whether declared or not); revolution; invasion; insurrection; riot; civil commotion; 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. The inability to secure materials, machinery, equipment or labor because of priority, allocation or other regulations of any governmental authorities is NOT considered a Force Majeure event.
- 15. Contract Extension: Unless otherwise provided, Purchaser and the contractor agree: (1) that any holding over of the contract excluding any exercised renewal options, will be considered as a month-to-month extension, and all other terms and conditions shall remain in full force and effect, and (2) to provide written notice to the other party of the intent to cancel such month-to-month extension at least thirty (30) days before the desired date of cancellation.
- 16. Severability: If any provision of the contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected; and, the rights and obligations of the parties will be construed and enforced as if the contract did not contain the particular provision held to be invalid.
- 17. Continuing Obligation of Contractor: Notwithstanding the expiration date of this contract, the contractor is obligated to fulfill its responsibilities until warranty, guarantee, maintenance and parts availability requirements have completely expired.
- 18. To avoid conflicts of interest which are not in the best interest of Purchaser, Contractors are not permitted to hire or employ CBS Employees to perform any work associated to this contract without written authorization by the Municipal Administrator of Purchaser.
- 19. Governing Law; Forum Selection: This contract is governed by the laws of the State of Alaska. To the extent not otherwise governed by Article 3 of this Appendix, any claim concerning this contract shall be brought only in the Superior Court of the State of Alaska in Sitka and not elsewhere.
- 20. Performance of Services. If this contract includes the providing of services by contractor, any services which are deficient, incomplete or inadequate shall be promptly corrected or replaced by services which meet all applicable contract and other requirements, at no additional cost to Purchaser.
- 21. Work on Purchaser Property. To the extent contractor will perform activities or provide services on Purchaser's property, contractor shall provide Purchaser proof of insurance for Commercial General Liability, Commercial Automobile Liability and Worker's Compensation coverages with minimum limits of \$1,000,000 for Commercial General Liability and Commercial Automobile Liability coverages. Purchaser shall be named as an additional insurance and granted a full waiver of any rights of subrogation by endorsement under all required policies. Contractor shall be exclusively responsible for all safety practices and procedures pertaining to its work on Purchaser's property. Contractor shall indemnity, defend save, and hold Purchaser, and its employees and agents, harmless from any claims, lawsuits or liability to the extent arising from any wrongful or negligent act, error or omission of Contractor.

Rev 1 - 8/25/2016