

# FOR GENERAL ENGINEERING SERVICES BY AND FOR THE CITY OF SAINT PAUL, ALASKA

**ISSUED** 

MAY 15, 2024

**SUBMISSIONDEADLINE** 

JUNE 17, 2024, BY 5:00 PM (AKDT)

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# I. REQUEST FOR PROPOSALS

# A. INTENT

- 1. Through this Request for Proposals (RFP), the City of Saint Paul, Alaska (City) is seeking proposals from qualified Engineering Firms to provide general engineering services for various construction projects, which may vary in complexity, on an asneeded, on-call basis and include but not be limited to roadways, bridges, parkways and trails, drainage improvements, stream rehabilitation, etc. The intent is to select one or more engineering firms to complete selected projects over the next five-year period as constraints allow and funding becomes available. Based upon the evaluation of the RFPs, The City may choose at its discretion to award to multiple Engineering Firms an ongoing contract.
- 2. Responses to this RFP should include details about experience, key personnel, subcontractors and reference contacts as described herein. The City intends to compare and evaluate all qualifying submittals and select the most qualified firms based on proposal content.
- 3. This is a Request for Proposals only and should not be interpreted as a solicitation for services or as a contract for services. Submittals should be comprehensive, concise, and directly responsive to the goals and format as outlined in this RFP.
- 4. The agreement is expected to have an initial term of three (3) years with an option to renew for another two (2) years. However, the City has the right to terminate the contract for its convenience at any time.

# **B. PROCEDURE**

- 1. The procedure for response to this RFP, evaluation of proposals, and selection will be as follows:
  - a. Interested entities will prepare and submit their proposals prior to the specified Closing Date for Receipt of Proposals.
  - b. The City and/or its representatives will evaluate all submitted proposals as described herein.
  - c. The selected firm or individual will enter into an agreement with the City.

# C. RULES OF PROCUREMENT

- 1. This procurement shall conform to and is governed by the City Code of Ordinances.
- 2. For this procurement, all proposals must be submitted in the proposal format outlined herein.
- 3. All prospective Proposers must meet the required criteria as of the date of submission. Respondents must provide all information requested in the Proposal Information Form.
- 4. The City has established certain requirements with respect to proposals to be submitted by respondents. The use of "shall", "must", or "will", in this RFP indicates a requirement or condition from which a material deviation will not be approved by the City.

### D. PROPOSAL ORGANIZATION

- 1. The proposal must include the following information in a form not to exceed 25 pages:
  - a. Cover letter.
  - b. Company Information Page
    - (i) Company name
    - (ii) Address
    - (iii) Telephone number
    - (iv) Fax Number
    - (v) Company owner
    - (vi) Contact person including name, telephone number and email address
    - (vii) Type of company
    - (viii) Business license number
    - (ix) Tax identification number
    - (x) DUNS number
    - (xi) How long company has been in business
    - (xii) Officers authorized to execute contracts
    - (xiii) Brief history of the company
    - (xiv) Any judgements, suits, or claims pending against the company
    - (xv) Details if the company has failed to complete a contract in the last 5 years
    - (xvi) Any bankruptcy actions of the company, officers, or partners

# c. Proposer's Statement of Qualifications

- (i) Each Proposer shall provide a statement of qualifications. This shall be a short document that indicates the experience and qualifications of the Proposer and key personnel that will be performing the specified services herein to help ensure the project's success. It should include resumes of the key personnel, copies of applicable licenses and certifications of the key personnel.
- (ii) If applicable, each Proposer shall include a list of subcontractors expected to be used and their expertise and references for similar situations where the subcontractors provided services.

# d. Proposer's Project Experience

(i) Each Proposer shall include a minimum of three (3) examples of similar projects that have been completed by the Proposer and the key personnel as they relate to the Scope of Services, Additional Services, and Description of Services. Information about similar projects should include starting and completion dates, project size, who the work was performed for at the time including name, address, telephone number and contact person, and what the responsibility of the Proposer was on the project.

# e. Proposed Work Plan

(i) Provide a detailed and comprehensive description of how the Proposer intends to provide the services requested in this RFP. This description shall include,

but not be limited to: how the project(s) will be managed and scheduled, how and when data will be delivered to the City, communication and coordination, the working relationship between the Proposer and City staff, and the Proposer's general philosophy in regards to providing the requested services.

- f. Financial references.
- g. Client references.
- h. Fee Proposal
  - (i) Each Proposer shall attach a complete fee schedule listing hourly rates, unit costs, etc., for all services provided by the Proposer which may be applicable to this RFP.
- i. A copy of the Proposer's current local business license.
- j. Proof of required insurance.
- k. Termination or Debarment Certification
  - (i) Each Proposer must submit a certification that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from soliciting work by any governmental department or agency. The Proposer must also certify that neither it nor its principals have been terminated during the performance of a contract or withdrew from a contract to avoid termination. If the Proposer cannot certify these two statements, the Proposer shall submit a written explanation of the circumstances for review by The City.

# E. PROPRIETARY INFORMATION

1. The Proposer shall mark proprietary information contained in the proposal which is not to be disclosed to the public or used for purposes other than the evaluation of the proposals. Pricing and service elements of the successful proposal will not be considered proprietary.

# F. QUESTIONS AND CLARIFICATIONS

1. All questions regarding this RFP must be submitted to the City Manager, Phillip A. Zavadil by emailing <a href="mailto:pazavadil@stpaulak.com">pazavadil@stpaulak.com</a>. The deadline for submission of questions is three business days before the closing date.

# G. PROPOSAL SUBMISSION

- 1. To be considered, proposals must be received no later than Monday June 17, 2024, at 5:00 PM Alaska Time.
- 2. Electronic proposals should be in PDF format and sent by email to <a href="mailto:pazavadil@stpaulak.com">pazavadil@stpaulak.com</a>.
- 3. Late proposals will not be accepted.

# H. ACCEPTANCE OF PROPOSAL

1. The City reserves the right to reject any or all proposals or waive minor irregularities when to do so would be in the best interests of the City. Minor irregularities are those which will not have a significant adverse effect on overall competition or performance

levels

2. The responding party agrees that the City may terminate this procurement procedure at any time, and the City shall have no liability or responsibility to the responding party for any costs or expenses incurred in connection with this RFP, or such party's response.

# I. DISQUALIFICATION OF PROPOSAL

- 1. The occurrence of any of the following may result in disqualification of a proposal:
  - a. Failure to respond within the established timetable.
  - b. Failure to completely answer all questions presented in the RFP.
  - c. Use of any type of form or format other than those indicated in the RFP.
  - d. Failure to provide requested documentation at the time of proposal submission.

# 2. Ineligible Responses

- a. If the Proposer adds any provisions reserving the right to accept or reject an award or to enter into an agreement pursuant to an award, or any other unauthorized conditions, limitations, or provisions.
- b. If the Proposer is unable to evidence a satisfactory record of integrity.
- c. If the Proposer is not qualified legally to contract.
- d. If the proposal at the opening does not contain a signed proposal, and a signed certificate of non-collusion.
- 3. The City reserves the right to reject any or all proposals.

# J. DISPOSITION OF PROPOSALS

- 1. All proposals (and the information contained therein) shall become the property of the City. No proposal shall be returned to the respondent regardless of the outcome of the selection process.
- 2. The City reserves the right to use any or all ideas presented. Selection or rejection of the proposal does not affect this right.
- 3. The proposal may be withdrawn upon request by the respondent, without prejudice, prior to, but not after, the time fixed to receive proposals.

# K. INTERPRETATION OF RFP

1. The invalidity of any portion of this RFP shall not prevent the remainder from being carried into effect. Whenever the context of any provision shall require it, the singular number shall be held to include the plural number, and vice versa, and the use of any gender shall include all genders. The paragraph and section headings in this RFP are for convenience only and do not constitute a part of the provisions hereof.

# L. EVALUATION OF PROPOSALS

1. All proposals will be evaluated by authorized representatives of the City (the Evaluation Committee). The following criteria will be used by the Evaluation Committee in creating a score for each of the proposals:

Proposer's Statement of Qualifications: 25 points

Proposer's Project Experience: 20 points

Proposed Work Plan: 30 points

Fee Schedule: 25 points TOTAL: 100 points.

- 2. Evaluation Committee members shall not confer with any Proposer. If information or clarification is needed regarding the RFP, the prospective Proposers are to contact the City Manager as herein defined.
- 3. All proposals received shall be evaluated and scored independently by each member of the Evaluation Committee on the scoring sheets provided by the City Manager. The evaluation criteria will be based on the information described in the RFP.
- 4. The award recommendation will be based on the best evaluated proposal.
- 5. Committee members may discuss the proposals together, but each committee member will privately score and/or rank their selection. The score sheets and/or ranking will be submitted to the City Manager for tabulation and disclosure to the full committee.
- 6. All proposals are subject to the final review, evaluation, and decision by City Manager.

# M. AWARD OF AGREEMENT/CONTRACT

- 1. After taking into consideration the Evaluation Committee's recommendations, tabulations, and rankings, the City Manager shall award the Agreement/Contract to one or more of the top ranked Proposers or may elect to reject all proposals. In making its decision, the City Manager shall determine which proposal or proposals is in the best interest of the City, after considering all applicable factors.
- 2. The City Manager may make the awarding of a contract subject to further negotiations and modifications deemed to be in the best interest of the City, and the award of Agreement/Contract shall be subject to the City and the Proposer entering an Agreement/Contract acceptable to the City. An individual Agreement/Contract will be required for each selected Proposer.

# N. GENERAL

- 1. The City will award a contract in reliance upon the information contained in proposals submitted in response to the RFP. The City will be legally bound only when and if there is a signed Agreement/Contract entered into between The City and the awarded Proposers.
- 2. It is vitally important that any person who signs a proposal or agreement on behalf of a respondent certifies that he or she has the authority to so act. The Proposer who has its proposal accepted may be required to answer further questions and provide further clarification of its proposal and responses.
- 3. Receiving this RFP or responding to it does not entitle any entity to participate in services or transactions resulting from or arising in connection with this RFP. The City shall have no liability to any person or entity under or in connection with this RFP, unless and until The City and such person have executed and entered into an agreement pursuant to the terms of this RFP.

4. By responding to this RFP each responding party acknowledges that neither The City nor any of its representatives is making or has made any representation or warranty, either express or implied, as to the accuracy or completeness of any portion of the information contained in this RFP. The responding party further agrees that neither The City nor any of its representatives shall have any liability to the responding party or any of its representatives because of this RFP process or the use of the information contained in this RFP. Only the terms and conditions contained in an Agreement/Contract when, as, and if executed, and subject to such limitations and restrictions as may be specified therein, may be relied upon by the respondent in any manner as having any legal effect whatsoever.

# O. ANNUAL COST INCREASE

1. Proposers may, upon written notice delivered to The City on or before October 1 of any year of the Agreement/Contract term, request an increase to the contract price by a percentage equal to the percentage increase which occurred in the Consumer Price Index (defined as the Consumer Price Index, All Urban Customers (CPI-U) U.S. City Average, All Items, or a similar index if this index is discontinued) during the preceding one year period, not to exceed three percent (3%) per year, to be effective not sooner than January 1 of the following year of the Agreement/Contract term.

### II. SPECIFICATIONS

# A. SCOPE OF WORK

1. The City is seeking proposals from qualified Engineering Firms to provide general engineering services for various projects, which may vary in complexity, on an asneeded, on-call basis and include but not be limited to maintenance and improvements to buildings, drainage, harbor facilities, parks, roads, trails, utilities (i.e. bulk fuel, refuse water, wastewater), and etc.

# B. SCOPE OF SERVICES

- 1. Engineering and consulting services for projects varying in complexity, for a portion of the project or the project in its entirety. Services may include preliminary plans and cost estimates, necessary field work, drafting, design, surveying, bid assistance, construction inspection, technical assistance with grant proposals, and project management. All specifications shall comply with applicable federal, state, and local codes.
- 2. Design services for small projects based on hourly rates of contract and upon submission and approval of proposed number of hours.
- 3. Provide construction drawings and specifications. All specifications shall comply with applicable federal, state, and local codes. All drawings and specifications shall be in sufficient detail to obtain fixed construction bids, apply for permits, and construct the project.

- 4. Assistance in gaining necessary approvals that may be required for obtaining permits and approvals.
- 5. Bid administration, construction management, and inspection services for projects.
- 6. Construction administration and engineering including, but not limited to, review and approval of material submittals, daily construction observation and documentation, coordinating contractor's work, and preparation of engineer's certificates.
- 7. Coordination, facilitation, and/or attendance of project-related meetings, such as prebid, preconstruction, project progress meetings, and final inspections.
- 8. Construction observations for general conformance with project specifications.
- 9. Construction documents in compliance with applicable local, state, and federal laws, ordinances, codes, regulations, and professional standards.
- 10. Preparation of reproducible record drawings showing significant changes in the work during construction based on marked-up prints, drawings and other data furnished to the Engineer.
- 11. Review of correspondence from state and federal permitting agencies that require response or action from engineer or City Staff.
- 12. General, technical consultation to City staff involved in design review and construction overview of capital projects including recommendation for preliminary design, project design, and bidding.