

CITY OF SAINT PAUL

ALASKA

REQUEST FOR QUOTATION

(This is Not an Order. This is a Request for Information. Quotations furnished are not offers. If you are unable to quote, please so indicate on this document and return it to the Owner Representative in #6. This request does not commit the City of Saint Paul, Alaska to pay any costs incurred in the preparation or submission of this quotation, or to contract for supplies or services. Items are of domestic origin unless otherwise indicated by Offeror. Offers will not be publicly opened. Offers shall remain firm for a period of 30 calendar days from the date specified in #4)

- 1. **RFQ No.** -24-02
- 2. <u>Project Name</u> Saint Paul Municipal Electric Utility Upgrades Construction of Fuel Room and Vestibule
- 3. **<u>Date Issued</u>** April 1, 2024
- 4. **Closing Date** May 3, 2024

5. Owner Information

City of Saint Paul, Alaska PO Box 901 950 Gorbatch Street Saint Paul Island, Alaska 99660

6. Owner Representative and Contact Information

Name: Phillip A. Zavadil, City Manager

Phone: 907-341-3994

Email: pazavadil@stpaulak.com

7. Schedule of Items and Prices

Item Description	No. Units	Unit Price	Amount Quoted
Project Mobilization and Demobilization			
Materials and Supplies			
Shipping of Materials and Supplies			
Travel and Per Diem for Crew			
Onsite Construction of Fuel Room and Vestibule			
Total Amount of Quotation			

8. Offeror Information

Company Name	
Address	
City/State/Zip	
Website	

9. Offeror Representative Contact Information

Name	
Phone	
Email	

10. Date and Offeror Representative Signature

Date	
Signature	

Offeror may attach their own proposal in their own format if it contains item number 7 through 10 and it is not longer than 10 pages.

11. Scope of Work/Description of Work

In this RFQ, the Owner is requesting quotes for the construction of a fuel storage room and vestibule inside the Saint Paul Municipal Electric Utility Power Plant in accordance with the attached drawing set issued for construction The quote must include details and prices for mobilization and demobilization, purchase of materials and supplies, shipping of materials and supplies, travel and per diem for the crew, and onsite construction labor.

12. Performance Period and Project Execution Schedule

a. Period of Performance

The expected period of performance is May 20, 2024 to December 31, 2024.

b. Project Execution Schedule

The proposed project execution schedule is as follows:

May 10, 2024 – Acceptance of Quotation and Selection of Contractor

May17, 2024 - Construction Services Contract in Place

May 20, 2024 – Commencement of Work

May-June 2024 – Purchase of Materials

June-July 2024 – Shipping of Materials

August-September – Construction of Fuel Room and Vestibule

October 2024 – Inspection of Work

November 2024 – Adjustments and Corrections if Needed

December 2024 – Completion of Project

13. General Information

a. Overview

The City of Saint Paul, Alaska ("City") is the Owner. The City encompasses the entire Saint Paul Island located in the Bering Sea in the Aleutians West Census Area and within the Aleutians Islands Recording District. The City is a municipal corporation organized in 1971 under the laws of the State of Alaska and a second-class city managed by a City Manager and seven member elected Council. The City owns and operates the Saint Paul Municipal Electric Utility. More information can be found at: www.stpaulak.com.

The Owner issues this request for quotation ("RFQ") for a qualified firm (the "Offeror") to provide a quote for construction of a fuel storage room and vestibule inside the Saint Paul Municipal Electric Utility Power Plant in accordance with the attached drawing set.

c. General Information

The Owner is exempt from federal, state, and local taxes, therefore such taxes shall not be included in price quotations. All discounts should be reflected in each unit price quote unless otherwise specified.

Quotes are subject to all terms, conditions, and provisions of this document. Only an authorized agent or officer of the Offeror shall complete the quote. Any erasures, corrections or other changes appearing on the form shall be initialed.

Owner intends to award a purchase order/contract resulting from this solicitation to the responsible Offeror whose proposal, conforming to Solicitation, will be most advantageous to Buyer, cost or price and other factors considered.

Owner may: (1) reject any or all proposals if such action is in Buyer's interest, (2) accept other than the lowest proposal, and (3) waive informalities and minor irregularities in proposals received. Owner may award a purchase order/contract based on initial proposals received, without discussions. Therefore, each initial proposal should contain Offeror's best terms from a cost or price and technical standpoint.

Owner reserves the right to accept and make award at unit price(s) offered in the proposal for any item, group, or combination of items, or less than the full quantity of any item. Owner may accept a proposal whether there are negotiations after its receipt, unless a written notice of proposal withdrawal is received from Offeror before award. Negotiations conducted after receipt of a proposal do not constitute a rejection or counteroffer by Buyer.

Owner may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items. A proposal is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that proposal will result in the lowest overall cost to Buyer, even though it may be the low evaluated proposal, or it is so unbalanced as to be tantamount to allowing an advance payment.

d. Offeror's Responsibilities

By submitting a quote, the Offeror represents that:

- It has read and understands the RFQ and the quote is made in accordance with the requirements stated herein,
- Possesses the capabilities, resources, and personnel necessary to provide efficient and successful service to the Buyer,
- Is authorized to transact business in the State of Alaska.

Before submitting a quote, the Offeror should make all investigations and examinations necessary to ascertain site or other conditions and requirements affecting the full performance of a future contract.

e. Authorization to Propose

If an individual doing business under a fictitious name makes the RFQ, the RFQ should so state. If the RFQ is made by a partnership, the full names and addresses of all members of the partnership must be given and one principal member should sign the RFQ. If a corporation makes the RFQ, an authorized officer should sign the RFQ in the corporate name. If the RFQ is made by a joint venture, the full names and addresses of all members of the joint venture should be given and one authorized member should sign the RFQ.

f. Withdrawal & Incomplete Proposals

The RFQ may be withdrawn upon written request received by the Owner before proposal closing. Withdrawal of the RFQ does not prejudice the right of the Offeror to submit a new RFQ, provided the new quote is received before the closing date.

Incomplete quotes may render the RFQ as non-responsive.

g. Modification of Proposals

Any RFQ modifications or revisions received after the time specified for proposal closing may not be considered.

h. Approved Equals

Wherever brand, manufacturer, or product names are used, they are included only for the purposes of establishing a description of minimum quality of the requested item unless otherwise specified. This inclusion is not to be considered as advocating or prescribing the use of any particular brand or item or

product. However, approved equals or better must be pre-approved by the Owner prior to award and purchase.

The Offeror shall demonstrate the quality of its product to the Buyer, and shall furnish sufficient technical data, test results, etc. to enable the Owner to determine whether the Offerer's product is or is not equal to specifications.

i. Disclosure of Proprietary Information

An Offeror may restrict the disclosure of scientific and technological innovations in which it has a proprietary interest, or other information that is protected from public disclosure by law, which is contained in the proposal by:

- Marking each page of each such document prominently in at least 16-point font with the words "Proprietary Information;"
- Printing each page of each such document on a different color paper than the paper on which the remainder of the RFQ is printed; and
- Segregating each page of each such document in a sealed envelope, which shall prominently display, on the outside, the words "Proprietary Information" in at least 16-point font, along with the name and address of the Offeror.

After either a contract is executed pursuant to the RFQ, or all proposals are rejected, the proposals will be considered public records open for inspection. If access to documents marked "Proprietary Information," the Owner will notify the Offer of the request and the Offeror shall have the burden to establish that such documents are exempt from disclosure under the law. Notwithstanding the foregoing, in response to a formal request for information, the Owner reserves the right to release any documents if the Owner determines that such information is a public record.

j. Compliance with Requirements

The Owner has received federal/state funding for this project. The Owner and all Offerors hired with federal/state grant funding must comply with the requirements of:

- 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- 2 CFR Part 200 Subpart E Cost Principles
- 2 CFR Part 200 Subpart F Audit Requirements
- 2 CFR Part 200.322 "Produced in the United States" and "manufactured products"
- https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200
- <u>Debarred/Suspended Vendors.</u> As required by Executive Orders 12549 and 12689, Debarment and Suspension, and implemented at 2 CFR Part 180, the applicant certifies that it and its principals:
 - Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency
 - O Have not within a three-year period preceding this award been convicted of a or had a civilian judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or perform a public (Federal ,State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

- Are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
- Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause of default. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.
- <u>Domestic Preferences for Procurement</u>. As appropriate and to the greatest extent consistent with law and to the greatest extent practicable, for all contracts and purchase orders for work or products, provide a preference for the purchase of goods, products or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).
- Any contract entered into shall comply with local, state and federal government contracting regulations. The City of Saint Paul is required to use small, minority, women-owned or disadvantaged business consultants and contractors to the extent practicable. Contracts for professional and consultant services must include local, state and federal government required contract language, a project budget, and may require pre-approval prior to implementation. If the project is grant-funded, contract deliverables must meet the intent of the grant application and grant requirements. Justification is required for compensation for individual consultant services, which must be reasonable and consistent with the amount paid for similar services in the marketplace. Detailed invoices and time and effort reports are required for consultants. A Procurement Method Report documenting method of solicitation may be required for reimbursement for every procurement.
- <u>Build America</u>. <u>Buy America Act (BABAA)</u>. The Owner and Offeror must comply with the Build America, Buy America Act (BABAA), which was enacted as part of the Infrastructure Investment and Jobs Act§§ 70901-70927, Pub. L. No. 117-58 (2021); and EO 14005, Ensuring the Future is Made in All of America by All of America's Workers. See 0MB Memorandum M-22-11, Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure.