



**INTERIOR GAS UTILITY**  
CLEAN LOW COST NATURAL GAS FOR THE INTERIOR

## **Instructions to Bidders**

**for**

## **Request for Proposal**

**RFP No. 10-2019**

## **Natural Gas Pretreatment and Liquefaction Unit**

**INSTRUCTIONS TO BIDDERS**

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# INSTRUCTIONS TO BIDDERS



## 1. Purpose of the RFP

The purpose of this Request for Proposal (RFP) is to solicit proposals to provide a natural gas pretreatment and liquefaction unit to complete the Titan Facility Project Expansion in accordance with the enclosed documents. Braemar and Coffman Engineers Inc. (Coffman) have been retained by Interior Gas Utility (IGU) to develop and manage the RFP process for the project.

## 2. Bidder's Acknowledgement

Please advise within **24 hours** of receipt of the RFP Package whether or not you intend to submit a proposal. If so, list the name and contact information for your company's representative who will be receiving RFP correspondence going forward. Acknowledgement should be made via email to the contact identified in section 4 of these instructions. If you choose not to bid, remove bid data from your computer and destroy any printed copies of the bid documents. These communications should be transmitted in writing via email.

## 3. RFP Process Schedule

The following schedule outlines the milestone dates of the Request for Proposal (RFP) process.

04/15/19	Issue RFP to Bidders
04/30/19	Bidder email clarifications requests/questions due no later than 10 business days prior to Bid proposal submittal date.
05/10/19	Bidder Proposal due 5 PM AK ST
05/17/19	Initial Evaluation Complete
06/05/19	Preferred Vendor Selection
07/31/19	Final Negotiations Complete
TBD	Contract executed

## 4. Clarifications or Additional Information

IGU is not responsible for oral statements made by its employees, agents or representatives concerning this RFP. If Bidder requires additional information, it must request that such information be furnished in writing by IGU from the designated contact identified herein.

Requests for clarification or additional information must be submitted electronically before the deadline specified in the RFP Process Schedule and contain a clear description of the clarification requested. **All Clarification Requests are to be sent via email to the following people:**

Oscar Ramirez  
[oscar.ramirez@braemar.com](mailto:oscar.ramirez@braemar.com)

and

Katie Johnson  
[Katie.johnson@coffman.com](mailto:Katie.johnson@coffman.com)

# INSTRUCTIONS TO BIDDERS



Individual responses to Bidders will NOT be made. Instead, all Bidder clarification questions will be compiled, and collective responses will be sent to **ALL** Bidders within a week of the clarification request transmitted via email in the form of an RFP addendum.

Bidder shall list and acknowledge receipt of all RFP addendums on the Proposal Letter submitted as part of Bidders proposal. All information and explanations given shall become an integral part of this RFP.

Bidders are not to contact IGU directly in response to this RFP, any attempts to do so may result in disqualification.

## 5. Evaluation Considerations

The following categories represent the primary considerations on which bids will be evaluated:

- Availability and Reliability
- Bid Conformity & Quality
- Capability for Additional Onsite Scope (not defined at this stage)
- Company Experience
- Ease of onsite Constructability
- Price
- Operability
- Safety
- Schedule
- Specific Power
- Technical Support
- Utility Consumption

No weighting factors will be applied.

## 6. Initial Evaluation

All bids will be compared on a subset of the overall evaluation considerations to narrow down the number of bids to be evaluated in detail. Bidders shall be notified one (1) week after the bid submission date of whether or not their bid has been shortlisted and will be considered for detailed review. Bidders shortlisted may potentially be requested for further information or bid clarifications.

## 7. Definition of Bidder

The term "Bidder" as used in this RFP shall mean any person or firm submitting a proposal in response to this RFP.

## 8. Proposal Price and Compliance Requirements

Bidder shall price the proposal in compliance with Part 2 of the PROPOSAL RESPONSE REQUIREMENTS document and other requirements of this RFP.

Proposal shall be valid for minimum of 180 days after date of submittal to Owner.

## 9. Discrepancies, Omissions

Bidder is responsible for examining this RFP, all attachments and all addenda. Failure to do so will be at the sole risk of Bidder. Should Bidder find discrepancies, omissions, unclear or ambiguous intent or meaning, or should any question arise concerning this RFP, Bidder shall notify IGU of such findings immediately. Should such matters remain unresolved by IGU, in writing, prior to Bidder's preparation of its proposal, such matters must be addressed in Bidder's proposal.

## 10. Disqualification

Failure to follow the instructions and procedures given in the RFP Documents may be cause for disqualification of your Bid. IGU reserves the right to disqualify any Bid which is not clear and complete, or not in accordance with this Request for Proposal, including the requirement for submission within a specific date and time.

## 11. Development of the Contract Document

The contract resulting from this RFP that is entered into with the successful Bidder will reflect and incorporate the information received in the Bidder's proposal or altered by mutual agreement during the clarification activities, as appropriate. Some sections of the RFP documents and Bidder's proposal may be transferred directly into the final contract. It is, therefore, important that all sections of the proposal are completed and that the proposal is prepared in accordance with these instructions and the RFP Documents.

## 12. Extension of Time

Time is of the essence in completing the bid process to meet the project schedule. An extension of time to prepare proposals **will not be granted** unless authorized by IGU procurement representative via email.

## 13. Proposal Preparation Costs

All costs of proposal preparation and any other pre-award costs shall be at Bidder's expense.

## 14. Preparation of the Proposal

Bidder's proposals shall be prepared, organized and submitted in the number, form and format described in the Proposal Response Requirements. The proposal will be segregated into the following Parts; refer to the Proposal Response Requirements for the detailed information submittal requirements.

- Part 1 - General Business Information
- Part 2 - Technical and Commercial
- Part 3 - Exceptions and Clarifications
- Part 4 - Terms and Conditions

Bidders' proposal shall be prepared, organized and submitted in electronic formats.

# INSTRUCTIONS TO BIDDERS



## 15. Submittal of the Proposal

Proposals must be received no later than as noted in Section 3 above. Proposals received later than this date may be rejected. Partial or incomplete proposals may not be considered.

Proposals shall be submitted (electronically only) to both of the following people:

Oscar Ramirez  
[oscar.ramirez@braemar.com](mailto:oscar.ramirez@braemar.com)

and

Katie Johnson  
[Katie.johnson@coffman.com](mailto:Katie.johnson@coffman.com)

## 16. Order of Precedence of Proposal Information

In the event of any discrepancy between the original bid submission documents and copies the original shall prevail.

## 17. Modification and Withdrawal of Proposals

Bidder may, without prejudice, modify or withdraw its proposal by written request, provided that such request is actually received by IGU prior to the proposal due date.

## 18. Contract Award

It is IGU's intent to award a contract upon completion of the proposal evaluations. IGU has the sole right to select the successful Bidder for award, to reject any proposal as unsatisfactory or non-responsive, to award a contract to other than the lowest priced proposal, to award multiple contracts or not to award a contract as a result of this RFP. The Contract documents included with this RFP package will be the document executed upon award. As time is of the essence, Bidder shall review all contract terms and detail any exceptions to the terms in Part 3 of Bidders proposal, titled Exceptions and Clarifications. **ONLY CONTRACT EXCEPTIONS SUBMITTED WITH BIDDER'S RFP PROPOSAL WILL BE ENTERTAINED AND/OR NEGOTIATED. Bidder's ability to sign the contract as presented will be taken into consideration during the evaluation process.**

The final contract award will be subject to a final investment decision and funding.

## 19. Service Agreement

Work shall not commence without remittance of a fully executed contract (Service Agreement/ Service Order).

## 20. Subcontractors

In the event Bidder anticipates subcontracting any of the services, Bidder shall list the specific scopes of work and proposed bidders for such scopes of work proposed to be subcontracted.

## INSTRUCTIONS TO BIDDERS



All subcontracts and purchase orders shall be contracted by Bidder on an “acting as agent” basis and will not be subject to any markup.

### **21. Confidentiality**

This RFP, and all information contained herein, is confidential. No information concerning this RFP or the work required shall be released to third parties, except prospective subcontractors or consultants as required for the preparation of the proposal, without the prior written consent of IGU.

All information generated by Bidder pursuant to this RFP or any agreement that may result from Bidder proposal shall become the property of IGU and shall be conspicuously marked “Confidential – Property of IGU” which markings shall be applied to all such information which is in tangible form including all copies or excerpts thereof, and such information shall be treated by Bidder as confidential.

Any proposal to IGU as contemplated by this Agreement shall not impose secrecy or limited use obligation on IGU and IGU shall be free to copy, use, and disclose such proposal as it sees fit without further obligation.

Any proprietary items Bidder would request Owner to not disclose, shall be coordinated prior to final bid submittal. Proprietary info shall be included in a separate document marked PROPRIETARY in the file name.

### **22. Disposition of Documents**

This RFP, including all addenda and attachments thereto, must be promptly removed from Bidder’s computer(s) and any printed copies destroyed when Bidders notify IGU that Bidder does not intend to bid, Bidders are notified by IGU that an award has been made, or Bidder is notified by IGU that the RFP has been cancelled and that no award will be made.

### **23. Disclaimer**

Note that IGU’s review or approval of Bidder’s submitted programs shall not constitute approval of omissions or noncompliance, due to oversight by IGU, with any applicable regulations of federal, state and/or local authorities.