

Alaska Department of Transportation & Public Facilities

REQUEST FOR PROPOSALS PACKAGE

(Procurement per Article 3 of AS 36.30)



PART

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Other: Additional information may be available for

review on the DOT&PF Website:

http://www.dot.state.ak.us/rfpmgr/lg.cfm

ISSUING OFFICE

Agency Contact & Phone No...... Eric Verrelli, Chief of Contracts, (907) 465-4420

Contracting Division State of Alaska, Department of Transportation and Public Facilities,

Southcoast Region, Design and Engineering Services

PROJECT

RFP NUMBER 25233020

Project Numbers-State/Federal..... SSHWY00495 / N/A Project Site (City, Village, etc.)...... Cascade Point

Project Title & Contract Description: JNU Cascade Point Ferry Terminal- Design Services

The Department of Transportation and Public Facilities (Department or DOT&PF), Southcoast Region, Division of Preconstruction Services is seeking professional engineering services to evaluate the feasibility and design of a new ferry terminal facility located at Cascade Point near Berners Bay, at MP 41 of the Glacier Highway.

SCHEDULE & PAYMENT

00112022 017111112111				
Anticipated period for performance-Begin/End: March 01, 2023 to December 31, 2023				
Estimated amount of proposed contract: Less than \$200,000 \$250,000 to \$500,000		\$200,000 to \$250,000 \$500,000 to \$1,000,000		\$1,000,000 or greater
Proposed Method(s) of Payment: Fixed Price Plus Expenses (FPPE)		Firm Fixed Price (FFP) Other:		Cost Plus Fixed Fee (CPFF)

SUBMITTAL DEADLINE AND LOCATION

OFFERORS ARE RESPONSIBLE TO ASSURE DELIVERY PRIOR TO DEADLINE (2 AAC 12.250). ONLY PROPOSALS RECEIVED PRIOR TO THE FOLLOWING DATE AND TIME WILL BE OPENED.

DATE: **February 17, 2023** PREVAILING TIME: 4:00 PM

HAND DELIVER PROPOSALS TO:

ATTN: Eric Verrelli **Chief of Contracts**

Department of Transportation and Public Facilities

6860 Glacier Highway Juneau, AK 99801-7999 Email to srdotpfcontracts@alaska.gov and eric.verrelli@alaska.gov

*Received files will not be opened until after the submittal deadline passes.

IMPORTANT NOTICE: If you downloaded this solicitation from the State's Website, you must self-register for the Plan Holders list to receive subsequent addenda. Failure to register may adversely affect your proposal. It is the Offeror's responsibility to ensure that he has received all addenda affecting this RFP.

lf you have questions regarding submitting proposals, email or call Eric Verrelli at (907) 465-4420.

^{*}When submitting proposals, please identify the project title and RFP number in the subject line of your email, or the outer envelope of the submittal

SELECTION PROCEDURE



- 1. Competitive Sealed Proposals will be evaluated by a committee (2 AAC 12, Article 4). Evaluation of responses to criteria set forth in Part C results in a numerical score for each proposal. Each criterion in Part C has an assigned weight for this RFP which demonstrates its relative importance. The total of all weights is 100 (100%). Each one- percent weight equates to a range of 0-5 points per Evaluator. The maximum points (score) obtainable for any proposal is equal to the product of 500 multiplied by the number of Evaluators.
- 2. Scoring of proposals will be accomplished as follows:
 - 2.1 Each Evaluator will individually read and rate each Offeror's response to each criterion described in Part C Section I Technical Proposal. Ratings will be based solely on contents of proposal and in compliance with the Contracting Agency's standard Instructions for Evaluation Committee. Except as may be stated within any criterion description in Part C, a rating of "5" = Best Response from all Offerors; "4" to "1" = Progressively Less Responsive; "0" = Non-Responsive. Ratings are multiplied by the assigned weights for each criterion to obtain criteria scores.
 - 2.2 After completion of individual ratings in Part C, Section 1, Technical Proposal, the Evaluation Committee will meet to discuss proposals. Evaluators may then alter their ratings; however, any changes shall be based solely on the criteria set forth in Part C.
 - 2.3 After scoring Part C Section I Technical Proposal, criteria scores for Part C Section II Preferences, and Section III Price (if applicable), will be calculated based on criteria descriptions.
 - 2.4 The total score for each Offeror will be obtained by summing the scores determined for each criterion in Sections I, II and III of Part C. The order of ranking for negotiations shall be as follows: highest scored Offeror will be ranked first, next highest scored second, and etcetera.
- 3. Evaluators may discuss factual knowledge of, and may investigate Offerors' and proposed Subcontractors' prior work experience and performance, including projects referenced in proposal, available written evaluations, etcetera, and may contact listed references or other persons knowledgeable of a Contractor's and/or a Subcontractor's past performance. Factors such as overall experience relative to the proposed contract, quality of work, control of cost, and ability to meet schedules may be addressed. If any issues of significant concern to the proposed contract are discovered, the Committee may:
 - 3.1 Provide written recommendations for consideration during contract negotiations;
 - 3.2 Conduct discussions in accordance with paragraph 4, below.
- 4. The Committee may decide to conduct discussions (or "interviews") with responsible Offerors whose proposals are determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements (AS 36.30.240 & 2 AAC 12.290). Offerors selected by the Committee for discussions may be permitted to submit Best and Final Offers (BAFO) for final Committee Evaluation. After discussions and any BAFOs, Evaluators will determine the final scoring and ranking for contract negotiations by evaluating written and oral responses using only the criteria set forth in Part C of this RFP (2 AAC 12.260(b)).
- 5. All Offerors will be advised of the Offeror selected for negotiation and, after completion of negotiations, a Notice of Intent to Award will be provided to all Offerors. If contract negotiations are unsuccessful with Offeror(s) selected for negotiation, the Contracting Agency may either cancel the solicitation or negotiate with other Offerors in the order of ranking.

NOTICES



- 1. The Contracting Agency is an equal opportunity employer.
- 2. Copies of contract documents are available for review at the Contracting Agency's office. Offerors located outside the general vicinity of the Contracting Agency's office may telephone the Agency Contact identified on page one of this Part A for a discussion of such items.

General Conditions of the Professional Services Agreement are contained in the Small Procurement Standard Provisions Booklet, which is located on the Department's website under "Procurement."

The General Conditions are the **same** for both Competitive Sealed Proposals and Small Procurements.

- 3. Offerors are specifically advised that a contract shall not be in effect until a written agreement is executed by an authorized agent of the Contracting Agency. The Contracting Agency shall not be liable for any cost incurred by an Offeror in response to this solicitation, including any work done, even in good faith, prior to execution of a contract and issuance of a Notice to Proceed.
- 4. The Contracting Agency expressly reserves the right to waive minor informalities, negotiate changes or reject any and all proposals and to not award the proposed contract, if in its best interest. "Minor Informalities" means matters of form rather than substance which are evident from the submittal, or are insignificant matters that have a negligible effect on price, quantity, quality, delivery, or contractual conditions and can be waived or corrected without prejudice to other Offerors (2 AAC 12.990).
- 5. All proposals shall be open for public inspection (AS 36.30.230) after a Notice of Intent to Award is issued. Offerors should not include proprietary information in proposals if such information should not be disclosed to the public. Any language within a submittal purporting to render all or portions of a proposal confidential will be disregarded. Proprietary information which may be provided after selection for contract negotiations will be confidential if expressly agreed to by the Contracting Agency (AS 36.30.230).
- 6. Substitution for any personnel named in a proposal may result in termination of negotiations.
- 7. If it is discovered that a selected Offeror is in arrears on taxes due the State of Alaska, a contract may not be awarded until the Alaska Department of Revenue approves the payment provisions for the contract.
- 8. Offerors and proposed subcontractors shall be in compliance with the statutory requirements for Alaska business licensing and professional registrations included in the certification statement on Page 2 of Part D in this RFP package.
- 9. **PRICE COMPETITION**: Price cannot be an Evaluation Criterion in accordance with Article 3 of AS 36.30 for services that must be performed only by Architects, Engineers, Land Surveyors, or Landscape Architects (A/E, LS or LA)) licensed in the State of Alaska, UNLESS the provisions of AS 36.30.270(d) apply; i.e., unless the services required are repetitious in nature, and the nature and amount of services required are thoroughly defined by measurable and objective standards to reasonably enable firms or persons making proposals to compete with a clear understanding and interpretation of the services required. If price is a factor, a majority of the evaluation committee must be registered in Alaska to perform architectural, engineering, or land surveying services.
- 9.1 If the services performed do not require an A/E, LS or LA, then all Offerors including any A/E, LS or LA must provide Price Proposals in accordance with AS 36.30.270(b) and 2 AAC 12.260(c).
- 9.2 Price (or any estimate of labor hours) cannot be an Evaluation Criterion for contracts that will receive Federal-aid highway program funding per 23 CFR 172.7 and FAA Airport Improvement Program funding per AC 150/5100-14E, 2.1. For FAA exceptions: see AC 150/5100/14E, 2.4.
- 10. An audit of the selected Offerors' and proposed Subcontractors' cost accounting systems and business records may be required to ascertain if systems are adequate for segregating contract costs; to establish a maximum allowable Indirect Cost Rate for the Agency's negotiator; and to investigate the accuracy of proposed labor rates and unit prices. In order not to unduly delay contract negotiation or award, be prepared to submit Pre-Audit Statement, DOT&PF Form 25A257 immediately for your firm and any subcontract that may exceed \$250,000.

For contract amounts less than \$250,000, the Contracting Agency may require the Offeror and proposed Subcontractor to submit the Pre-Audit Statement if deemed necessary to determine allowable costs under Title 23 CFR requirements. If selected for negotiation, failure to submit properly completed Pre-Audit Statement(s) in a timely manner may disqualify an Offeror from further consideration. Information from Pre-Audit Statements and any Audit conducted for the Contracting Agency is considered proprietary and will be confidential.



11. Standard insurance provisions for Worker's Compensation, General and Automobile Liability, and Professional Liability are contained in DOT&PF Form 25A269, Indemnification and Insurance. Coverages may be modified under very limited circumstances. Offeror should not assume any modification of coverages.

is required as shown on DOT&PF Form 25A269.
13. The proposed contract \(\subseteq \) will not be a Federally Assisted Program of the U.S. Department of Transportation. If it will be an assisted program, then the Offeror shall insert the following notification in all subcontract solicitations for bids or proposals pertinent to this RFP:
"In accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 USC 2000d to 2000d-4 and Title 49, CFR, U.S. Department of Transportation (U.S. DOT), Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the U.S. DOT issued pursuant to such Act, in any Subcontract entered into pursuant to this RFP, Disadvantaged Business Enterprise firms will be afforded full opportunity to submit bids or proposals and will not be discriminated against on the grounds of race, color, sex, or national origin, in consideration for an award.
14. Pre-proposal Conference: None
15. Special Notices:
15.1 Per Alaska Statute (AS) 36.30.210(e): An Alaska Business License is required of Contractors who do business in Alaska at time of award. To qualify for the Alaska Offerors' Preference, under AS 36.30.321, an Offeror shall have a valid Alaska business license as a prerequisite to proposal. Information regarding applying for an Alaska Business License can be found on-line at https://www.commerce.alaska.gov/web/cbpl/BusinessLicensing.aspx or by calling 1-907-465-2550. The business license must be in the name of the company under which the proposal is submitted. 15.2 Effective May 8, 2015, the Department, in coordination with the U.S. Department of Transportation, adopted a Race-Neutral Disadvantaged Business Enterprise (DBE) Program for its federal-aid program. The Race-Neutral DBE
program applies to federally-funded construction-related professional services solicitations, with the exception of FAA-funded projects located within the boundaries of the Department's Northern Region, which remain under a Race-Conscious DBE program. The Department encourages contractors to utilize DBEs in all Federal-aid projects to ensure the Department meets its overall DBE Utilization Goal. All DBE participation will count towards the Race-Neutral program.
funded projects located within the boundaries of the Department's Northern Region, which remain under a Race- Conscious DBE program. The Department encourages contractors to utilize DBEs in all Federal-aid projects to ensure

SUBMITTAL CHECKLIST



use left margin to check off items when completed.

An Alaska Business License is required of Contractors who do business in Alaska at time of award (AS 36.30.210(e)).

[]	1. Offerors must carefully review this RFP Package for defects and questionable material and become familiar with submittal requirements. Submit written comments to the address shown under "Submittal Deadline and Location" on page 1 of Part A - RFP. Substantive issues will be addressed in a written addendum to all RFP recipients on record. Failure to comply with directions may result in lower score and may eliminate a submittal from consideration. Protests based on alleged improprieties or ambiguities in a solicitation may be disallowed at the discretion of the Contracting Agency if the protest is not received in writing at least ten Agency work days prior to the Submittal Deadline (AS 36.30.565).
[]	2. Review Part A - RFP and the proposed Statement of Services and any other attached or referenced materials. If no Statement of Services is attached, telephone the Agency contact person identified on page 1 of Part A.
[]	3. Review Part C - Evaluation Criteria. Read each criterion in light of the proposed Statement of Services. Note any project specific criteria which may have been added or any changes to standard criteria descriptions which may have been made. Be aware of the assigned weight for each criterion. If a weight is not entered for any criterion on Part C, notify the Agency contact person. Plan your proposal to address the applicable criteria. Criteria Responses shall not exceed the number of pages stated below. Note: If weight is applied to Criterion #11, Alaska Bidder (Offeror) Preference, that box must be checked on page 1 of Part D, rfp-d.
[]	4. Prepare a distinct Response for each criterion that has a weight more than zero. Failure to respond directly to any criteria weighted more than zero will result in an evaluation score of zero for that criteria. Any Responses to criteria weighted zero will be disregarded. Acceptable Responses must be specific and directly related to the Contracting Agency's proposed Statement of Services. Marketing brochures, federal SF330s, marketing resumes, and other non-project specific materials will be discarded without evaluation and should not be submitted.
[]	5. Each criterion Response must be titled, numbered and assembled in the order in which the criteria are listed in Part C , so the criterion to which information applies shall be plainly evident. Material not so identified or assembled may be discarded without evaluation.
[]	6. Price ☐ is ☒ is not an evaluation criterion for the proposed contract.
		If Price is a Criterion, prepare <i>Billing Rates and/or Price Proposals</i> as described in Criteria #12 and/or #13.
[]	7. Complete all entries on Part D - Proposal Form. Note the statutory requirements for Alaska business licenses and professional registrations, and be sure to sign and date the Certification. Copies of licenses and registrations may be provided with submittal, and will not count in the requirements of #8 below.
[]	8. Attach Criteria Responses (<i>except any Billing Rates or Price Proposals</i>) to Part D - Proposal Form. The maximum number of attached pages (<i>each printed side equals one page</i>) for Criteria Responses shall not exceed: Ten (10) . Attached page limit does not include the four-page Part D - Proposal Form, or any Billing Rates or Price Proposals.
		Criteria Responses shall be presented in 8-1/2" X 11" format , except for a minimal number of larger sheets (e.g., 11" x 17") that may be used (e.g., for schedules) if they are folded to 8-1/2" X 11" size. Large sheets will count as

CHECKLIST IS CONTINUED NEXT PAGE

multiple pages at 93.5 square inches or fraction thereof per page, unless otherwise noted.

submittal and affect scoring for "Quality of Proposal."

CAUTION: Criteria Responses which do not comply with the required page limit or presentation size, may result in disqualification. Further, small print or typeface that is difficult to read may negatively influence evaluation of your

		В
[1	9.
]]	10. Parts A, B and C of Form 25A270 and the proposed Statement of Services shall not be returned to the Contracting Agency. Submittals shall consist of the following applicable items assembled as follows and in the order listed:
[]	10.1 Completed Part D - Proposal Form (generally at least one copy with original signature) and Responses to all evaluation criteria <i>except Billing Rates, Price Proposals</i> – attached. Each copy shall be fastened with one staple in the upper left corner. No other form of binding shall be used and no cover and no transmittal letter will be included. CAUTION : Failure to comply with this instruction will negatively influence evaluation of Submittal.
[]	10.2 Number of copies of Part D (<i>all pages</i>) and Criteria Responses (<i>except Billing Rates, and Price Proposals</i>) required is: One (1)
]]	10.3 If <i>Billing Rates and/or Price Proposals</i> are required, <i>one copy</i> bound with one staple in the upper left corner separately enclosed in a sealed envelope marked on the outside to identify it as a <i>Billing Rates or Price Proposal</i> and the names of the Project and Offeror. Each <i>Billing Rates or Price Proposal</i> must be signed and dated by the person who prepares it (may be different signatures for each Subcontractor).
[]	10.4 If Item 9, above, is completed for this RFP Package, any submittal items described therein. Unless otherwise stated, one copy only, bound appropriately.
[]	10.5 Pre-Audit Statement, DOT&PF Form 25A257, shall <i>not</i> be provided with Submittal. (See Notice #10 on page 3 of Part A - RFP.)
[]	10.6 CAUTION: If you replicate (other than by photocopy) Part D or any form in lieu of completing the forms provided by the Contracting Agency, provide a signed certification that lists such forms and attests that they are exact replicas of that issued by the Contracting Agency. Changed forms may result in rejection at the Contracting Agency's discretion. Any alteration – other than completion of the required entries – may be cause for rejection without recourse.
[]	11. Deliver <i>submittals in one sealed package</i> to the location and before the submittal deadline cited in Part A - RFP. <i>Mark the outside of the package</i> to identify the Project and the Offeror. Proposals must be received prior to the specified date and time. Late proposals will not be opened (2 AAC 12.250).

EVALUATION CRITERIA



Criteria with a weight of zero are not applicable and should be disregarded. If a weight is not indicated for any criterion, telephone the Agency Contact person identified at the top of page 1 of Part A - RFP.

SECTION I - TECHNICAL PROPOSAL

1. Objectives and Services

1. Weight: 5

Response must **demonstrate your comprehension of the objectives and services** for the proposed contract. Do not merely duplicate the Statement of Services provided with this RFP. Also, consider if Statement of Services is sufficiently explicit; are expressed or implied schedules attainable/economically feasible; etcetera? Explain. **Define any assumptions made** in formulating Criteria Response. If design services for a construction project are included, express any opinions regarding alternative design considerations that could impact construction costs.

2. Methods

2. Weight: 20

Response must outline the methods for accomplishing the proposed contract or, if methodology is contained in the proposed Statement of Services, address its adequacy. Describe what, when, where, how, and in what sequence the work will be done. Address how proximity to the Project site, *particular* geographic familiarity, experience, and capabilities of your firms (Offeror and Proposed Subcontractors) and Project Staff might *specifically* contribute to the proposed methods.1 Identify the amount and type of work to be performed by any Subcontractors. Consider how each task may be carried out; what services or interaction required from/with the Contracting Agency; etcetera. Suggest alternatives, if appropriate. Identify any **distinct and substantive qualifications** for undertaking the proposed contract such as the availability of specialized equipment or unique approaches or concepts **relevant to the required services** which the firms may use.

3. Management

3. Weight: 15

Response must describe the administrative and operational structures that will be used for performing the proposed contract. For example consider: who will have overall responsibility for the contract? Who will have direct responsibility for specific disciplines? What will the lines of authority be? For any individual who would be in "responsible-charge" (reference AS 08.48) as an Architect, Engineer, Land Surveyor or Landscape Architect, so state and list his/her Alaska professional registration number. A graphic depiction is preferred in your response to this criterion. Additionally, the Contracting Agency may want to inspect work products in progress and have a close ongoing working relationship with your Project Staff. Accordingly, your response should also identify where the various contract services will be performed, *in proximity to the Contracting Agency's office* 2, and how communications will be maintained between your Project Staff, the Contracting Agency, and (as applicable) any other government agencies or the public.

4. Proposed Project Staff

4. Weight: 15

Response must name the individuals to perform the following **FUNCTIONS** plus any other professional/technical functions you deem essential to perform the services:

- 1. Contract Management (contract compliance)
- 2. Project Management (single point-of-contact directly engaged in contract performance)
- 3. QA/QC Management
- 4. Responsible Charge: Civil, Structural, Coastal, Geotechnical, Electrical, Mechanical, Architectural
- 5. Support Staff

*All personnel acting in responsible charge for all Architectural, Engineering, Land Surveying, and Landscape Architecture functions require an Alaska Registration and must be identified in your proposal.

Continued Next Page

¹ Delete sentence beginning with "Address how proximity. ..." if any federal funds unless performed by licensed Architects, Engineers or Land Surveyors.

² Delete sentence beginning with "Accordingly, your response..." if any federal funds unless performed by licensed Architects, Engineers or Land Surveyors.



Describe the work to be performed by the individuals you name to perform essential functions and detail their specific qualifications and substantive **experience directly related to the proposed contract.** A response prepared specifically for this proposal is required. Marketing resumes often include non-relevant information which may detract from the evaluation of proposal. Lists of projects are not useful. Focus on individual's specific duties and responsibilities and how project experience is relevant to the proposed contract.

For each person named, identify their: employer, professional discipline or job classification and state of residency. List at least 3 professional references (contact persons and telephone numbers) for each person.

5. Workload and Resources

5. Weight: 5

Response must: (1) discuss both current and potential time commitments of your proposed Project Staff to all clients; (2) discuss the projected workload of each firm (Offeror and Proposed Subcontractors) for all clients; and (3) demonstrate adequate support personnel, facilities and other resources to provide the services required. Provide a list of current contracts with the Contracting Agency in which your proposed Project Staff are participating. Include all contracts statewide with regions, divisions, etc., of the Contracting Agency.

Briefly address capabilities for providing additional services and/or services under an accelerated schedule. Address capacity to reassign personnel, equipment and facilities whenever the proposed contract would not require such capabilities or was delayed.

6. Past Performance & Quality Control

6. Weight: 10

Response must describe previous projects the project team has worked on that are related in size and scope to this project. Describe the dollar amount of the projects and a brief narrative of the successes of the projects. Address how the experience will help your team to perform under this contract. Provide references (contact name and phone number) for each project. Indicate which of the proposed firms and project staff was involved in each project. The State reserves the right to investigate referenced projects, contact references and research other projects that the respondent has worked on.

Include in your response a description of your firm's quality control process and how this process has affected the quality of your deliverables. Use specific examples.

7. Quality of Proposal

7. Weight: 5

Offerors do not respond to this criterion. Committee members will rate this criterion based on their perception of the clarity, completeness and presentation of submittal. Note: This criterion is **NOT** used to evaluate color, graphics or other visual techniques except as they may detract from legibility.



8. Marine Structures Analysis and Design Experience

8. Weight: 15

This project will involve the analysis and design of fixed and floating marine structures and associated driven pile restraint structures and movable steel bridges. This response shall describe your abilities in the analysis, design, inspection and fabrication of similar structures in the marine environment - with an emphasis on completed projects in coastal Alaska. The proposed project team shall demonstrate recent experience and abilities of their proposed project team members to provide all necessary coastal engineering expertise such as wind and wave mechanics, structural analysis of fixed docks and floating structures, energy absorbing fender and pile collar systems, and knowledge of corrosion control engineering principles and practices as may be required. Relevent experience in the design and structural evaluation of steel vehicular and pedestrian bridges and platform dock structures in accordance with AASHTO and ASCE standards shall also be demonstrated.

9.

9. Weight: 0

SECTION II - PREFERENCES



10. Disadvantaged Business Enterprises

49 CFR 26

10. Weight: 0

11. Weight: 10

This solicitation is being conducted under the Department's Race Neutral Disadvantaged Business Enterprise (DBE) program for construction related professional services solicitations. Therefore, there is no DBE goal for this solicitation and the criterion has a weight of zero (0).

See rfp-a, section 15. Special Notices, paragraph 15.2.

11. Alaska Bidder (Offeror) Preference

23 CFR 172.7(a)(1)(iii)(C), AC 150/5100-14E, and 2 AAC 12.260(e)

Weight shall be "0" if any federal funding, otherwise weight shall be at least "10".

To be granted this preference:

Offeror must claim the Alaska Bidder (Offeror) Preference on page one of Part D Proposal Form. In claiming the Alaska Bidder (Offeror) Preference on page one of Part D, the Offeror is certifying that they meet the following requirements per AS 36.30.990:

- (A) Firm holds a current Alaska Business License;
- (B) Proposal is submitted under the name as appearing on the Firm's current Alaska Business License;
- (C) Firm has maintained a place of business within Alaska, staffed by the Firm or an employee of the Firm, for a period of six months immediately preceding the date of the offer;
- (D) Firm is incorporated or qualified to do business under the laws of the State of Alaska, is a sole proprietorship, and the proprietor is a resident of Alaska, is a limited liability company organized under AS 10.50 and all members are residents of Alaska, or is a partnership under AS 32.06, or AS 32.11 and all partners are residents of Alaska; and
- (E) If the Firm is a Joint Venture, it is composed entirely of entities that qualify under (A) (D).

Alaska Bidder (Offeror) Preference will be scored: Rating x Number of Evaluators x Weight = Criterion Score.

Rating will be as follows:

An Alaska Offeror's preference (i.e., a Rating of 5) will be assigned to the proposal of an Offeror who certifies (by claiming the preference on page one of Part D) that they are an Alaska Bidder (Offeror) as described above.

No Alaska Offeror's preference (i.e., a Rating of 0) will be assigned to the proposal of an Offeror who does not certify (by failure to claim the preference on page one of Part D) that it qualifies as an Alaska Bidder (Offeror) as described above.

No narrative response to this criterion is required within the Offeror's Proposal.

SECTION III - PRICE



If price is <u>not</u> an Evaluation Criterion, weights for <u>both</u> Criterion #12 and #13 shall be "0". If price is an Evaluation Criterion, the sum of weights for Criterion #12 and #13 shall be at least "10", and all Offerors shall submit Price Proposals in the specified format(s).

See item #9, under Notices in Part A – RFP, regarding statutory and regulatory provisions about price competition and item #10.3, in Part B – Submittal Checklist, regarding procedure for submittal of Billing Rates and/or Price Proposals. Cost terminology is explained on page 2 of the Pre-Audit Statement (DOT&PF Form 25A257).

CAUTION: Submittal of Offeror's or Subcontractor's "standard" rate schedules or other pricing documents which are not in required format will be non-responsive if they do not allow direct comparison with other responsive proposals.

Rates and costs proposed by the Offeror selected for contract negotiations may be investigated for reasonableness and allowability in accordance with AS 36.30.400, .420 & .480, 2 AAC 12.550 and the contract cost principles in 48 CFR Part 31. Unsupported rates and costs may be disallowed or result in termination of negotiations, or contract award. All proposed rates and the negotiated contract rates will be public information.

12. Labor Billing Rates (Required Format)

12. Weight: 0

Provide a proposed total hourly Billing Rate (i.e., inclusive of Direct Cost of Direct Labor, all Indirect Costs, and Fee) only for each of the job **FUNCTIONS** listed below. Note: Some of these functions may be performed by one or more employees of the Offeror or Subcontractors; consequently, an individual might be billed under the contract at different rates appropriate to the functions performed. *Only the maximum rate paid to any individual for each listed job function* – regardless of employer (Offeror or Subcontractor) – *must be provided and will be considered for this response*. Rates for lower paid individuals or for other job functions, if any, will be addressed during contract negotiations.

*In accordance with the submittal Checklist ('rfp-b'), item 10.3, *Billing Rates must* be signed and dated by the person who prepares it (may be different signatures for each Subcontractor)

Response will be scored as follows: The maximum hourly rates proposed for the job functions listed above will be multiplied by the percentage of total labor effort (estimated above) and then summed to obtain an aggregate rate for each Offeror. If more than one rate is provided for any job function, only the highest rate will be used. Each Offeror's score will be calculated using the following equation – except that the **score** will be zero if a rate for each listed function is not provided by an Offeror.

(Lowest aggregate rate from all Offerors) x (MPP*) = Offeror's Criterion Score (Offeror's aggregate rate)

*MPP = Maximum Possible Points = (5) \times (Number of Evaluators) \times (Weight)

If no federal funding, then per AS 36.30.250(b), aggregate rates shall be reduced for the above calculation by the following applicable percentages when the rates are from Offerors that **designate preferences on page one of Part D.**

- ALASKA BIDDER (OFFEROR) PREFERENCE [2 AAC 12.260(d)]	5%
- ALASKA VETERAN-OWNED BUSINESS PREFERENCE [AS 36.30.175] (maximum \$5000)	5%
and only ONE of the following:	
- EMPLOYMENT PROGRAM PREFERENCE [AS 36.30.170(c)]	15%
- DISABLED SOLE PROPRIETOR OR 50% DISABLED EMPLOYEES [AS 36.30.170(e & f)]	10%

To claim employment or disabled preference, Offeror must be on the appropriate Alaska Division of Vocational Rehabilitation list at the time designated for opening (i.e., receipt) of proposals.



13. Total Price Proposal (<u>Required</u> Form

13. Weight: 0

Provide proposed costs for all labor, subcontracts, equipment, expenses, etc., and a proposed amount for Fee. Submit a separate price proposal in the following format for the Offeror and for each Subcontract (first, second, third tier, etc.) that may exceed \$25,000. Each price proposal must be signed and dated by the person who prepares it. Note that the PRICES of the next lower tier subcontracts must be listed as COSTS in Item #4 (Other Direct Costs) of the price proposal for the

next hi	gher tier contractor so that the pr	ice of all subcontracts "re	oll-up" into the Offeror's	s total price pro	posal.	700
1.	Show project title, project numb	er, and Offeror or Subco	ontractor Name.			
2.	Direct Costs of Direct Labor (Show the estimated costs for eatheadings. Names required only must not include Indirect Cost	ach job classification of er for key staff and/or pers	mployees proposed for ons in "responsible-cha	the contract. Li arge" (Ref: AS (st under th)8.48). <i>Ho</i>	e following urly Rates
	Job Classification	<u>Name</u>	Total Hours	Rate(\$/hr)	Propose	d Costs (\$
				Total	DCDL: \$	β
3.	Indirect Costs (IDC) These costs include what are indirect costs of Indirect Labor the product (IDC Amount) of the). Show the Proposed ID	C Rate as a percentage			
			IDC Rate:	% IDC A	mount: \$	\$
4.	Other Direct Costs (ODC) These costs include: subcont transportation, food and lodging following headings. If multiples Costs must be based on actual transportation.	g, reproduction) – if not s of an item required, lis	included in Indirect Co t the proposed quantity r the subcontractor, w	osts. List propo y, unit rate, an vithout any pro	sed costs d total cos ofit or othe	s under the st for each e <i>r markup</i>
	<u>Item</u>		Quantity	Cost (\$/Unit)	Propose	a Costs (\$
_				Tota	al ODC: \$	\$
5.	Total Proposed Cost Sum of DCDL + IDC + ODC			Tot	al Cost: \$	\$
6.	Proposed Fee List a proposed amount (Contra	act Fee is generally nego	tiated using a structure	-		sed costs).
7.	Total Proposed Price Sum of Total Proposed Cost plu	us Proposed FEE.		Tota	al Price: \$	β
8.	In accordance with the Submitt person who prepares it (may be			s must be sigr	ed and da	ated by the
Respons	se will be scored as follows:	(Lowest Total Proposed I (Offeror's Total Proposed		rion Score		
* <i>MPP</i>	= Maximum Possible Points $=$ (5) x	(Number of Evaluators) x	(Weight)			
If no fe	deral funding, then per AS 36.30.2 ages when the prices are from Offer	50(b), total price shall be	reduced for the above of	calculation by th	e following	; applicable
- ALAS	SKA BIDDER (OFFEROR) PREFE SKA VETERAN-OWNED BUSINES LOYMENT PROGRAM PREFERE	SS PREFERENCE [AS 36 and only ONE of t NCE [AS 36.30.321(b)]	.30.321(f)] (maximum \$8 he following:	5,000)	5% 15%	, ,
- DISA	BLED SOLE PROPRIETOR [AS 3	ბ.3U.321(d) / (k)]			10%)

To claim employment or disabled preference, Offeror must be on the appropriate Alaska Division of Vocational Rehabilitation list at the time designated for opening (i.e., receipt) of proposals.

Alaska Department of Transportation & Public Facilities PROPOSAL FORM

D

THIS FORM MUST BE THE FIRST PAGE OF PROPOSAL. Attach criteria responses as explained in Part B - Submittal Checklist. No transmittal letter or cover sheet will be used.

PROJECT				
Project Numbers-State/Federal Project Title RFP No	JNU Cascade Point Ferry Terminal- Design Services			
	OFFEROR (CONTRACTOR)			
Contractor:				
Street				
ALASKA STATUTO	RY PREFERENCES (IF NO FEDERAL FUNDING)			
Check the applicable preferences that you cl [] Alaska Bidder (Offeror) AND>> [] V	aim for the proposed contract (reference Criteria 11, 12 & 13 in Part C): eterans AND>> []Employment Program or [] Disabled Persons			
PR	OPOSED SUBCONTRACTOR(S)			
Service, Equipment, etc. Subcontractor	or & Office Location AK Business DOT&PF DBE License No. Certification No.			
CERTIFICATIONS				
Subcontractors identified herein for providing the service Alaska Licenses/Registrations, 2) Insurance, 3) Restrictions/Suspension/Debarment, 6) Foreign Contra Certifications are material representations of fact upon Certifications is a fraudulent act. The Contracting Ager	the Contractor; that this Submittal accurately represents capabilities of the Contractor and es indicated; and that the requirements of the Certifications on page 2 and 3 of this Part D for 1) Federal-Aid Contracts exceeding \$100,000, 4) Cost and Pricing Data, 5) Trade acting, 7) DBE Commitment, and 8) Former Public Officer – will be complied with in full. These which reliance will be placed if the proposed contract is awarded. Failure to comply with these active is hereby authorized to request any entity identified in this proposal to furnish information ities of the Contractor and Subcontractors. This proposal is valid for at least ninety days. Date: Telephone (voice): (fax):			
	Email Address:			

CERTIFICATION FOR ALASKA BUSINESS LICENSES AND REGISTRATIONS

Contractor and all Subcontractors shall comply with the following applicable requirements of Alaska Statutes:



- 1. **Alaska Business License** (Form 08-070 issued under AS 43.70) at the time contract is awarded as required by AS 36.30.210(e) for Contractor and all Subcontractors. In accordance with Administrative Manual, Section 81.120, proof of application for an Alaska Business license will satisfy this requirement. Per AAM 81.120, acceptable evidence that the offeror possesses a valid Alaska business license consists of any one of the following:
 - a. Copy of the Alaska business license.
 - b. A canceled check that demonstrates payment for the Alaska business license fee.
 - c. A copy of the Alaska business license application with a receipt stamp from the State's business license office.
 - d. A sworn notarized affidavit that the bidder/offeror applied and paid for the Alaska business license.
 - e. Other forms of evidence acceptable to the Department of Law.
- 2. **Certificate of Registration** for each individual to be in "responsible charge" (AS 08.48.341(11-14)) for Architecture, Engineering, Land Surveying, or Landscape Architecture (Form 08-2407 issued under AS 08.48.211) issued prior to submittal of proposal. Associates, consultants, or specialists under the supervision of a registered individual in "responsible charge" are exempt from registration requirements (AS 08.48.331).
- 3. **Certificate of Authorization for Corporations, Limited Liability Companies, and Limited Liability Partnerships** for Contractors and Subcontractors for Architecture, Engineering, Land Surveying, or Landscape Architecture (Form 08-2407 issued under AS 08.48.241). Entities offering to provide Architectural, Engineering or Land Surveying services do not need to be registered for such disciplines at the time proposal is submitted provided they obtain registration prior to contract award (AS 08.48.241).
- 4. **Certificate of Incorporation** (Alaska firms) or **Certificate of Authorization for Foreign Firm** ("Out-of-State" firms). All corporations, regardless of type of services provided, must have one of the certificates (AS 10.06.218 and other sections of Title 10.06 Alaska Corporations Code).
- 5. **Current Board of Director's Resolution** for incorporated Contractors and incorporated Subcontractors for Architecture, Engineering, Land Surveying or Landscape Architecture (reference AS 08.48.241) that names the person(s) designated in "responsible charge" for each discipline. Such persons shall be licensed in Alaska and shall participate as project staff in the Contract/Subcontracts.
- 6. **All partners** in a Partnership to provide Architectural, Engineering, Land Surveying, or Landscape Architecture **must be legally registered in Alaska** prior to submittal of proposal for at least one of those disciplines (AS 08.48.251) which the Partnership offers.
- 7. **Joint Ventures**, regardless of type of services provided, must be licensed/registered in the legal name of the Joint Venture as used in this proposal (AS 43.70.020 and 43.70.110(4)).
- 8. Contracts for Architecture, Engineering, Land Surveying, or Landscape Architecture may not be awarded to individuals, corporations or partnerships not in compliance, respectively, with the provisions of paragraph 2, 3, and 6, above (AS 36.90.100).

For information about licensing, Offerors may contact the Alaska Department of Commerce, Community, and Economic Development, Division of Corporations, Business and Professional Licensing at P.O. Box 110806, Juneau, AK 99811-0806, or at Telephone (907) 465-2550, or at Internet address: https://www.commerce.alaska.gov/web/cbpl

CERTIFICATION FOR INSURANCE

Contractor will ensure that it and all Subcontractors have insurance coverage to effectuate the requirements of DOT&PF Form 25A269, Indemnification and Insurance.

CERTIFICATION FOR FEDERAL-AID CONTRACTS EXCEEDING \$100,000

The individual signing this proposal certifies to the best of his or her knowledge and belief, that:

- (1) No federal appropriated funds have been paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, Disclosure of Lobbying Activities, in accordance with its instructions. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

This certification is a material representation of fact upon which reliance will be placed if the proposed contract is awarded. Submission of this certification is a prerequisite for making or entering into the proposed contract imposed by Section 1352, Title 31, U.S. Code. The Contractor also agrees by submitting this proposal that Contractor shall require that the language of this certification be included in all lower tier subcontracts which exceed \$100,000 and that all such Subcontractors shall certify and disclose accordingly.



CERTIFICATION – COST AND PRICING DATA

In accordance with AS 36.30.400, any cost and pricing data submitted herewith, or in any future price proposals for the proposed contract, will be accurate, complete and current as of the date submitted and will continue to be accurate and complete during the performance of the contract, if awarded.

The Contractor certifies that all costs submitted in a current or future price proposal are allowable in accordance with the cost principles of the Federal Acquisition Regulations of Title 48, Code of Federal Regulations (CFR), Part 31 and that the price proposal does not include any costs which are expressly unallowable under the cost principles of the FAR of 48 CFR 31. In addition, all known material transactions or events that have occurred affecting the firm's ownership, organization and indirect costs rates have been disclosed.

CERTIFICATION – TRADE RESTRICTIONS AND SUSPENSION AND DEBARMENT

The individual signing this proposal certifies to the best of his or her knowledge that the Contractor and any subcontractors are in compliance with DOT&PF 25A262 Appendix A, General Conditions, Article A25 and Article A26.

CERTIFICATION - FOREIGN CONTRACTING

By signature on this solicitation, the offeror certifies that all services provided under this contract by the contractor and all subcontractors shall be performed in the United States. If the offeror cannot certify that all work is being performed in the United States, the offeror must contact the Contracts Officer to request a waiver at least 10 days prior to proposal deadline. The offeror must provide with their submission a detailed description of the portion of work being performed outside the United States, where, by whom, and the reason the waiver is necessary. Failure to comply with this requirement may cause the state to reject the bid or proposal as non-responsive, or cancel the contract.

CERTIFICATION – DBE COMMITMENT

For federal-aid projects with DBE goals: if the Contractor submits a utilization report that proposes to use certified DBE's in the performance of work, the Contractor certifies that every effort will be made to meet or exceed the proposed percentage.

In addition, the Contractor certifies that a Consultant Registration form shall be submitted to the DBE/Civil Rights Office for their firm and each subconsultant prior to award.

CERTIFICATION - FORMER PUBLIC OFFICER

Any proposer listing as a member of the proposer's team a current public officer or a former public officer who has left state service within the past two years must submit a sworn statement from that individual that the Alaska Executive Branch Ethics Act does not prohibit his or her participation in this project. If a proposer fails to submit a required statement, the proposal may be deemed nonresponsive or nonresponsible, and rejected, depending upon the materiality of the individual's proposed position.

The Ethics Act bars a public officer who leaves State service from representing, advising or assisting a person for compensation regarding a matter –

that was under consideration by the administrative unit in which the officer served, <u>and</u> in which the officer participated personally and substantially through the exercise of official action,

for two years after leaving state service. See AS 39.52.180(a). "Public officer" includes a state employee, a member of a state board and commission, and a trustee of the Exxon Valdez Oil Spill Trust. "Official action" means a recommendation, decision, approval, disapproval, vote, or other similar action or inaction. Possible remedies for violating the bar include penalties against the former public officer and voiding the state grant, contract or lease in which the former public officer is involved.

Additionally, former public officers may not disclose or use information acquired in the course of their official duties that could in any way result in a benefit to the former public officers or their families, if the information has not been disseminated to the public or is confidential by law, without appropriate authorization. See AS 39.52.140.

Each current or former public officer is responsible for determining whether he or she may serve in the listed capacity on this project without violating the Ethics Act. A form that a former public officer may use to certify their eligibility is attached. Current public officers may seek advice from their designated ethics supervisors concerning the scope and application of the Ethics Act. Former public officers may, in writing, request advice from the Office of the Attorney General, Ethics Attorney concerning the application of the Ethics Act to their participation in this project. It is the responsibility of the individual and the proposer to seek resolution in a timely manner of any question concerning the individual's eligibility.

Former Employee's Certification of Eligibility Under the Alaska Executive Branch Ethics Act (AS 39.52.140, AS 39.52.180)

I am a former employee of the State of Alaska and left state service within the last two years. My last position with the state was [job title] with the [name of state agency and administrative unit]. I propose to work on [describe state contract or other matter] on behalf of [name of current employer]. This work will not involve any matter (a) that was under consideration by the state administrative unit that I served, and (b) in which I participated personally and substantially during my state service through the exercise of official action ("official action" means a recommendation, decision, approval, disapproval, vote, or other similar action or inaction). I am therefore eligible to participate in this [contract or matter] under the Alaska Executive Branch Ethics Act. I also understand that as a former public officer I may not disclose or use information acquired in the course of my official duties that could in any way result in a benefit to me or my family, if the information has not been disseminated to the public, or that is confidential by law, without appropriate authorization.

I certify under penalty of perjury that the foregoing is true.

If no notary or other official (judge, magistrate, U.S. postmaster or municipal clerk) is available, omit the notary certificate and include the following statement in the text: A notary or other official empowered to administer oaths is unavailable.

PRE-AUDIT STATEMENT

(Confidential when completed)

Submit this form, completed and <u>with required attachments</u>, **only** if specifically requested, and **only** to the following address: DOT&PF, Attn: Office of Internal Review, PO Box 196900, Anchorage, AK 99519-6900 OR to fax number: (907) 269-0733. Confidentiality may not be ensured if delivered otherwise.

Evaluation of this statement may preclude the necessity for a comprehensive on-site audit of Contractor's records. Entries may be handwritten, if legible.

1.	Ider	ntify your financial year including beginning and ending d	ates:			
2.	List your actual costs, by the following categories, for your most recently ended fiscal year. Cost Terminology is de on the reverse.					
	2a.	Direct Labor	\$			
	2b.	Attach a Trial Balance with grouping of accounts used to Fringe Benefits	\$			
		Sum	\$			
	2c.	Indirect Cost Rate (Sum of 2b / 2a)	Percent (%):			
3.	If yo	our records have been audited within the last two years by	y a government agency, attach a copy of the Audit Report.			
4.		ach copies of your most recent Internal and Audited (if peterments.	erformed by other than the Contracting Agency) Financial			
5.	Are your accounting methods for recording contract costs based on a job or project identified cost system? [] Yes [] No If your response is "No", attach an explanation of your project cost accounting system.					
6.		ou charge projects based on unit rates (e.g.: for computed a list of such items and unit rates.	ter time, laboratory tests, copies or equipment use, etc.)			
7.	Do y	you offset revenue received from unit rate payments aga] Yes [] No	inst the applicable Indirect Cost Accounts?			
	If you have questions concerning this document, please telephone our Auditors at (907) 269-0715.					
		<u>CERTIFICAT</u>	<u> </u>			
		hat I am a duly authorized representative of the Contract nt accurately represent financial records of the office liste	or and that information and materials enclosed within this d below.			
	_	gnature: Name: Title: otractor:	Date: Telephone: Fax: Email:			
	P.	ddress for which this Submittal is made: Street: O. Box: ate, Zip:	Address where Accounting Records are maintained, if not at Office Address: :			

COST TERMINOLOGY

<u>DIRECT LABOR</u> - Base salary or wages paid to employees charged directly to contracts or projects.

<u>OTHER DIRECT COSTS</u> - Actual costs of other than Direct Labor. Some examples of Other Direct Costs are subcontracts, equipment (company owned or rented), unit rate items and reimbursable expenses (travel, computer charges, reproduction, etc.).

<u>INDIRECT COST RATE</u> – A computed rate developed by adding all of a firm's general and administrative costs, and all other indirect costs, then dividing by a base value, usually direct labor dollars to get a percentage. This rate is normally compiled based on the consultant's applicable fiscal year.

<u>INDIRECT COSTS</u> - Indirect costs consist of allowable expenses which, because of their incurrence for common or joint cost objectives, must be prorated (allocated) to jobs or contracts using a specified Indirect Cost Rate. A cost objective is a function, organizational subdivision, contract, project or work unit for which cost data is accumulated under the Contractor's accounting system. Generally, Indirect Costs are segregated into the following categories: Fringe Benefits and General & Administrative Expenses.

Fringe Benefits - Costs for items such as:

Workers' Compensation Insurance Deferred Compensation/Retirement Plans Vacation Time and Authorized Leave Social Security and Unemployment Taxes Group Medical Plan and Life Insurance Premiums

Overhead costs for items such as the following, if they are not included in Direct Costs:

Indirect Labor (Supervisory, Administrative, etc.)
Travel, Food and Lodging
Maintenance and Depreciation of Equipment/Computers
Business Insurance Premiums Not Billed to Clients
Rent, Heat, Power, Light and Janitorial Services

Office Supplies
Communications
Reproduction Costs
Recruiting Expense

Rentals of Equipment/Computers

<u>UN-ALLOWABLE COSTS</u> - Costs for the following items and certain other costs defined in 48 CFR Part 31 and related regulations are not allowable. Such costs shall not be included as Indirect Costs or in the calculation of the Indirect Cost Rate.

Alcoholic Beverages Advertising Interest and Other Financial Costs Contributions and Donations Federal Income Taxes Goodwill Organization Costs
Lobbying Costs
Bad Debts
Fines and Penalties
Entertainment
Keyman Insurance

NOTE: IF YOUR ACCOUNTING SYSTEM WHOLLY OR PARTIALLY ALLOCATES INDIRECT COSTS ON OTHER THAN A DIRECT LABOR BASIS, ATTACH A DESCRIPTION OF THE COST POOLS OR SERVICE CENTERS YOU USE AND IDENTIFY THE INDIRECT COSTS RATE(S) AND BASE(S).

INDEMNIFICATION AND INSURANCE

Appendix D in Professional Services Agreements

IRIS Program No:SSHWY00495 Federal Project No: N/A Date Prepared: 05/09/2019

CONTRACTOR shall include the provisions of this form in all subcontracts that exceed \$25,000 and shall ensure Subcontractor's compliance with such provisions.

ARTICLE D1 INDEMNIFICATION

- D1.1 The CONTRACTOR shall indemnify, hold harmless, and defend the CONTRACTING AGENCY from and against any claim of, or liability for negligent acts, errors or omissions of the CONTRACTOR under this Agreement. The CONTRACTOR shall not be required to indemnify the CONTRACTING AGENCY for a claim of, or liability for, the independent negligence of the CONTRACTING AGENCY. If there is a claim of, or liability for, the joint negligent error or omission of the CONTRACTOR and the independent negligence of the CONTRACTING AGENCY, the indemnification and hold harmless obligation shall be apportioned on a fault basis. "CONTRACTOR" comparative "CONTRACTING AGENCY", as used within this article, include the employees, agents and other contractors who are directly responsible, respectively, to each. The term "Independent Negligence" is negligence other than in the CONTRACTING AGENCY's selection, administration, monitoring, or controlling of the CONTRACTOR and in approving or accepting the CONTRACTOR's Work.
- D1.2 The CONTRACTOR shall exercise that degree of skill, care and judgment commensurate with the professional standards for the services of a similar nature. When such standards are in dispute, they shall be established by a panel of three qualified, impartial professionals objectively selected and appointed by the Appeals Officer.
- D1.3 The CONTRACTOR shall correct, through reperformance at its expense, any services which are deficient or defective because of the CONTRACTOR's failure to perform said services in accordance with professional standards, provided the CONTRACTING AGENCY has notified the CONTRACTOR in writing within a reasonable time, not to exceed 60 days, of the discovery of any such deficiency during the performance of the services and within 12 months of the date of final payment under this Agreement.

ARTICLE D2 INSURANCE

D2.1 Without limiting the CONTRACTOR's indemnification, it is agreed that CONTRACTOR shall purchase at its own expense and maintain in force at all times for the duration of this Agreement, plus one year

- following the date of final payment, the following policies of insurance. Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If the CONTRACTOR's policy contains higher limits, the CONTRACTING AGENCY shall be entitled to coverage to the extent of such higher limits. Certificates of insurance must be furnished to the CONTRACTING AGENCY and incorporated into this Agreement with copies attached to this document. Certificates must provide for the CONTRACTING AGENCY to receive notice of any policy cancellation or reduction per AS 21.36 Sections 210-310. Failure to furnish certificates of insurance or lapse of the policy is a material breach and grounds for termination of the CONTRACTOR's services and may preclude other Agreements between the CONTRACTOR and the CONTRACTING AGENCY.
- D2.1.1 Worker's Compensation Insurance: The CONTRACTOR shall provide and maintain, for all employees engaged in work under this Agreement, coverage as required by AS 23.30.045, and; where applicable, any other statutory obligations including but not limited to Federal USL&H and Jones Act requirements. The policy(s) must waive subrogation against the State of Alaska.
- D2.1.2 <u>Commercial General Liability Insurance</u>: Such policy shall have *minimum* coverage limits of \$300,000 combined single limit per occurrence, covering all business premises and operations used by the Contractor in the performance of services under this agreement. The policy shall be written on an "occurrence" form and shall not be written as a "claims-made" form unless specifically reviewed and agreed to by the CONTRACTING AGENCY.
- D2.1.3 <u>Comprehensive Automobile Liability Insurance</u>: Such policy shall have *minimum* coverage of \$300,000 combined single limit per occurrence covering all vehicles used by the Contractor in the performance of services under this agreement.
- D2.1.4 <u>Professional Liability (E&O) Insurance</u>: Covering all negligent errors or omissions, and negligent acts, which the CONTRACTOR, Subcontractor or anyone directly or indirectly employed by them, make in the performance of this Agreement which result in financial loss to the State of Alaska. Limits required are per the following schedule:

MINIMUM LIMITS OF E&O INSURANCE

Contract Combined Single Limit, Per

Amount Occurrence & Annual Aggregate

Under \$25,000 As Available \$25,000 to \$100,000 \$300,000 \$100,000 to \$499,999 \$500,000 \$500,000 to \$999,000 \$1,000,000 \$1,000,000 and over Negotiable D2.1.5 Professional Liability Insurance required for this
Agreement is \$1,000,000

ARTICLE D3 MODIFICATION OF INSURANCE REQUIREMENTS

(Article D3 is completed only when some of the standard insurance coverages are not applicable.)

		CONTRACTOR RELATED MODIFICATIONS
D3.1		Workers Compensation Insurance is not required because the CONTRACTOR is an Independent Contractor, Sole Proprietor or Self-Employed Person having no employees in any sense of AS 23.30.045.
D3.2		Comprehensive or Commercial General Liability Insurance is not required because the general public and clients do not have any business access to a place of business or home office maintained by the CONTRACTOR.
D3.3		Comprehensive Automobile Liability Insurance is not required because only public transportation, or a rented passenger vehicle with business use insurance, will be used to accomplish requirements of this Agreement.
		PROJECT RELATED MODIFICATIONS FOR E&O COVERAGE
		n services may apply to fire, life safety or structural aspects and/or wherever the services should safeguard life, limb, health or property, Professional Liability Insurance shall be required. O Coverage may be waived only if it was specifically not required within the solicitation for proposals.)
D3.4		Professional Liability (E&O) Insurance is not required because: 1) the CONTRACTING AGENCY's use of the services or Work products obtained from the CONTRACTOR will not result in significant exposure to any third party claims for loss or damage; and 2), the CONTRACTOR services will not apply to any construction, alteration, demolition, repair or direct use of any highway, airport, harbor, building or other structure.
D3.5		Professional Liability (E&O) Insurance is not required because this Agreement is for one of the following applicable (<i>checked</i>) services for which E&O coverage is not needed:
		☐ Right-of-Way Fee Appraisals
		Photogrammetric Mapping Services Architectural/Engineering review of Construction Bid Documents wherein design responsibility clearly remains with the designer of record.
		OTHER BASIS FOR MODIFICATIONS (Requires written concurrence from Division of Risk Management)
D3.6		Attached Exhibit D-1 identifies and provides justification for insurance modifications.
Above	ched	ked modifications of the insurance requirements specified in Article D2 are hereby approved:
CONT	ΓRA	CTING OFFICER Signature: Date: Date: Title:

PROPOSED STATEMENT OF SERVICES

APPENDIX B1 - ADMINISTRATIVE REQUIREMENTS

RFP No: 25233020 Program No: SSHWY00495

Federal No: N/A

Date Prepared: 1/26/2023

RFP No. 25233020 JNU Cascade Point Ferry Terminal

The State of Alaska Department of Transportation and Public Facilities (DEPARTMENT), Southcoast Region, Division of Preconstruction Services is seeking professional engineering and other technical services for the design of the Cascade Point Ferry Terminal, located in Berners Bay, Alaska (Juneau).

ADMINISTRATIVE REQUIREMENTS

General. The Contractor shall provide services as identified and authorized by sequentially numbered Notices-to-Proceed. The Contractor shall not perform services or incur billable expense except as authorized by an NTP.

Funding Source. This is currently a STATE funded project, but construction may be federalized at later point in time. If so, it will be subject to federal Buy America requirements. The design consultant will ensure consideration is provided for materials compliance of these requirements for both design and construction review processes.

Project Staff. All services must be performed by or under the direct supervision of the individuals noted and explained in the Consultant's RFP response. Only prior written approval from the DEPARTMENT shall accomplish replacement of, or addition to, the named Project Staff.

Professional Registration. *Where applicable*, all reports, plans, specification, estimates and similar work products provided by the Consultant shall be prepared by or under the supervision of the Registered Engineer, Architect or Land Surveyor in responsible charge for the services. These Engineers, Architects, or Land Surveyors shall be currently registered in the State of Alaska, and they shall sign and seal as to the accuracy of each final work product for which they are responsible.

Consultant Name on Plan Sheets and Documents. No Consultant logos shall be allowed on any electronic or hard copy document produced for the DEPARTMENT. Consultant letterhead shall be allowed only as exhibits in document appendices. The Consultant name shall be in the same font as other lettering on the plan sheet or document, shall be 0.05" in height on 11"x17" plan sheets, and shall be included in the binding edge of each sealed and signed plan sheet in the following format:

PLANS DEVELOPED BY: CONSULTING FIRM NAME, LLC, CERT. OF AUTHORIZATION NO.
PHYSICAL ADDRESS
PHONE NUMBER

Standards, Guidelines, References, and Software. The Consultant shall use the most current editions of any publications of standards, guidelines, or references that have been adopted by the DEPARTMENT at the time that design services begin. Major changes in design guidance during the project that change the design criteria may be addressed by amendment. Design guidelines and standards include but are not limited to: Alaska DOT&PF Preconstruction Manual, Alaska Traffic Manual, Standard Drawings Manual, Highway Drainage Manual, Alaska Sign Design Specifications, Manual of Uniform Traffic Control Devices, Guide for Flexible Pavement Design and Evaluation, Standard Specifications, and the American Association of State Highway and Transportation Officials (AASHTO) Standards. Standard software programs used by the DEPARTMENT include, but are not limited to, the following:

- AutoCAD Civil 3D 2021
- Microsoft Office Suite: Word, Excel, PowerPoint, Project
- Microsoft TEAMS
- AASHTOWare Preconstruction

Department design and construction standards can be found under the below website. All work shall conform to the applicable published information.

RFP# 25233020 Page 1 of 2

https://dot.alaska.gov/stwddes/index.shtml

The most current version of AutoCAD and AutoCAD Civil 3D (C3D) adopted by the DEPARTMENT shall be used for all linework and modeling. Use drafting procedures outlined in the current DOT&PF CAD Standards and Drafting Guide. Use the DEPARTMENT's C3D template file, supplemented as necessary by the Consultant's library of styles. Consultant styles will be clearly differentiated by name so that the DEPARTMENT can review the styles for conformance to their standards. The C3D drawing files will contain all assemblies, vertical and horizontal geometry, alignments, corridors, styles, surface models (existing, proposed and all pertinent intermediate). All two-dimensional items will be incorporated into the C3D drawing as AutoCAD linework. The Consultant will provide the file directory to the DEPARTMENT that ensures dependencies among files are maintained.

Cost Estimates: The Consultant shall develop the Estimate and associated bid schedule items for this project using AASHTOWare Preconstruction. Access to the program and instructional documentation for the software will be provided to the Consultant.

Specifications: Project specifications will be in accordance with DOT&PF Standard Specifications for Highway Construction (latest edition). The Department will assist the consultant with the development of the project specifications (Special Provisions) in accordance with current standards. The Department will furnish draft specifications from similar, past projects that are pertinent to this project on electronic format (MS Word). The Department will also assist in the compilation of all front-end specification documents including bid forms and standard or special provisions associated with Division 1. The consultant will edit all appropriate specifications sections to suit and compile the final Special Provisions document.

Submittal Requirements. Deliverables shall be compatible with DEPARTMENT standard software and submitted in original electronic format as well as PDF. Hard copies shall be submitted for all documents requiring an original seal or other documents as may be required by the Department's project manager.

Reproduction and Distribution. When the contract requires only the original or only one copy of a work product to be delivered, the Contracting Agency will reproduce and distribute any other copies required. Items delivered for reproduction shall be organized and camera ready for copying and not stapled or otherwise bound

Billing Reports. The Contractor shall provide a two-page (typical) report with each monthly billing for months in which services are performed. The report shall specifically describe the services and other items *for which the billing is submitted* and shall estimate the percent the services are complete. Any delayed costs from previous billing periods that are included in the current billing must be clearly explained in the report.

Review Meetings. Following each review, the Contracting Agency will provide written comments and may hold a meeting to discuss the issues. The Contractor's personnel who are in-responsible-charge for the work products under review shall attend the meeting and they may be asked to interpret and provide explanations of the content.

Project Schedules. The Contractor will develop a Critical Path Method (CPM) or another approved schedule for the project. Schedules shall be developed and updated monthly by the Contractor.

Progress Meetings/Reports. The Contractor shall participate in and facilitate monthly or bi-weekly Project Coordination Meetings with the Project Manager for the duration of the project. The intent of these meetings will be to discuss project progress, resolve issues, and receive guidance and/or direction from the Contracting Agency. The Contractor will prepare and submit to the Project Manager for these meetings a meeting agenda, six (6) week look ahead schedule and updates to the overall project schedule three (3) working days prior to each coordination meeting. The Contractor will keep minutes of all meetings and submit them to the Project Manager within five workdays following each meeting. Attendance at the meetings will be via telephone or Microsoft Teams.

Comment Resolution. The Contractor shall provide a written response with subsequent submittals that address all written and oral comments from the Contracting Agency. All changes from previous submittals shall be clearly explained.

Errors and Omissions. Except as described in the Statement of Services, work products shall be essentially complete when submitted to the Contracting Agency. Work products having significant errors or omissions will not be accepted until such problems are corrected.

Quality Control. Internal quality control and review of deliverables shall occur during the performance of all phases before they are submitted to the Contracting Agency. The consultant shall prepare a quality control plan and develop checklists and procedures for review of completed work products. If requested, the Consultant shall furnish copies of redlines and completed checklists.

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PROPOSED STATEMENT OF SERVICES

APPENDIX B2 – STATEMENT OF SERVICES

RFP No: 25233020 Program No: SSHWY00495

Federal No: N/A

Date Prepared: 1/26/2023

RFP No. 25233020 JNU CASCADE POINT FERRY TERMINAL

The State of Alaska Department of Transportation and Public Facilities (Department or DOT&PF) Southcoast Region is seeking professional engineering services to evaluate the feasibility and design of a new ferry terminal facility located at Cascade Point near Berners Bay, at MP 41 of the Glacier Highway. The Department is seeking a qualified firm with experience and working knowledge of marine development and offshore structures projects in Alaskan coastal locations. The ideal consultant would be well versed with Alaska Marine Highway System (AMHS) ferry terminal infrastructure and associated operational needs.

The proposed ferry terminal site and associated shore infrastructure will be located on Goldbelt Corporation (Goldbelt) property. Goldbelt may develop this area to provide commercial marine operations, including dedicated space for an AMHS facility. AMHS or the Department will coordinate with Goldbelt and provide direction to the selected consultant.

Scope of Work

Introduction

This project includes feasibility analysis, preliminary and final design of AMHS infrastructure at Cascade Point. Expected services will encompass civil, structural, bridge, marine, geotechnical, electrical, and mechanical engineering, land and property surveys, architectural and environmental permitting support services. The work includes:

- Topographic and bathymetric surveys to verify and/or supplement existing data.
- Geotechnical field investigations as necessary to support design activities.
- Metaocean analysis to establish design parameters for offshore and nearshore marine structures.
- Civil, structural, geotechnical, coastal, electrical, and mechanical engineering and architectural services for all elements of the proposed development.
- Technical assistance to support anticipated permitting that may include US Army Corps of Engineers
 (USACE) permits and the USACE's consultations with National Marine Fisheries Service (NMFS) under
 Section 7 of the Endangered Species Act (ESA), and a request for incidental harassment authorization (IHA)
 under the Marine Mammal Protection Act (MMPA).

The below project discussion includes potential features that may be considered. Proposals should address expertise and experience to accomplish the full scope of services. However, the Department ultimately may not require all services described herein.

General Information and Background

The proposed project location is approximately 30 road-miles north of Auke Bay and about three miles north of Echo Cove. Access to the site is via the State-maintained Glacier Highway. The access roadway to the beach from the end of Glacier Highway is a pioneer road about 2000 feet long. There are no existing utilities at this location.

Goldbelt has conducted previous engineering studies for marine and uplands development. Some topographic and bathymetric survey data and geotechnical and other site and marine climate investigations have been performed by others. The Department also has LIDAR survey information from previous Juneau Access project reconnaissance efforts. The Department expects to make this information available to the successful proposer.

The anticipated ferry vessel to be accommodated at this facility is the Alaska Class Ferry (MV Tazlina). The vessel is currently expected to operate on a daily schedule in Northern Lynn Canal servicing the Haines and Skagway from Cascade Point during the summer months (March – September). Current plans call for the vessel to moor overnight at the proposed Cascade Point ferry terminal. The Department may task the consultant with evaluating feasibility of year-round operations

Two conceptual site plans are attached in Appendix A. One site plan was developed by Goldbelt; the other by the Department. These conceptual plans do not represent an accepted or preferred alternative and are provided for information purposes only.

Upland Design Considerations

Access Road and Roadway Bridge – The current access road to the beach may be reconstructed to proposed Glacier Highway standards, expected to be 11-foot lanes and 2-foot shoulders minimum. Road surfacing is intended to be consistent with Glacier Highway. A new vehicle bridge of approximately 50-foot span is planned to cross Cascade Creek.

Vehicle Staging Lanes – 1,000 linear feet. (Based on full car deck capacity of ferry or 53 standard vehicles).

Vehicle Parking for Vessel Staff – 26 spaces. AMHS is expecting a full crew to reside on the vessel during overnight mooring.

Vehicle Parking for Passengers – Approximately 20-35 spaces.

Shore Tie Electrical Power – Vessel may need shore tie power during overnight mooring. Estimated demand is 300-400 KW for vessel alone. This does not account for other uplands and marine electrical demands.

Sewage Disposal from Vessel – Consideration may include a 1,500 gpd on-site disposal system or a shore-based holding tank of approximately 15,000-gallon capacity.

Potable Water - Options to provide on-site potable water must be considered. Estimated use is approximately 1,000 gpd.

Fuel Storage – The uplands should be designed to accommodate space for weekly supply of fuel for the vessel. Consider on-site storage to accommodate approximately t 2,500 gpd or 15,000 gallons per week.

Passenger or Terminal Building – Operational plans for this ferry terminal have yet to be developed. AMHS may employ off site or on-line ticketing combined with on board vessel ticketing. Consider a 800-1,000 square foot heated public waiting building with public restrooms and accommodations for two ticketing agents.

Equipment Storage – Consider an equipment storage building of approximately 400 square foot to store miscellaneous vessel provisions and other tools, supplies, equipment and other items.

Upland Amenities/Miscellaneous

Provide dedicated ADA compliant sidewalks and access ways to clearly separate vehicles from pedestrian traffic. Pedestrian access ways may be equipped with fully covered walkways including the approach trestle and transfer bridge.

The staging area needs access for a vessel-based baggage cart. The baggage vehicle train is normally a ½-ton pickup towing two baggage carts requiring about 45-50 feet in length to park and a clear turning radius of about 30-feet. The parking area for the baggage cart should be readily accessible to passengers and parked under a covered area.

Lighting for upland and marine access ways and parking areas must be considered.

Marine Design Considerations

The Alaska Class or ACF ferry (MV Tazlina) has the following characteristics:

LOA = 280 feet
Beam = 67 feet
Loaded Draft = 13.5 feet
Displacement = 3,016 Long Tons
Exposed Side Profile Area = 11,650 square feet

The proposed ferry berth will be a stern (end) loading facility consisting of pile supported offshore structures, bridge support float and a vehicle transfer bridge.

This site is in an exposed weather location. The anticipated storm wave heights are on the order of 9-feet from the northwest and about 4-feet from the southeast directions. Breakwater structures such as structural wave barriers in conjunction with rubble mound structures are anticipated to be needed to insure operational conditions at the ferry

terminal and protection of fixed and floating ferry terminal structures.

Offshore geotechnical conditions at the proposed site are not fully known. Available information will be provided to the successful proposer. Additional offshore geotechnical exploration work may be needed, and the consultant should anticipate providing this expertise and capability.

Access to the marine berth or transfer bridge abutment is expected to be via a rubble mound type offshore fill (causeway). A minimum basin elevation of -25 feet MLLW is needed to safely accommodate the ferry vessel draft under low tide conditions. Minimization of offshore dredging is desirable.

The bridge support float is anticipated to be approximately 40'x60'. The bridge float will support an elevated intermediate ramp with an adjustable apron affixed to the end to provide ferry vessel access. Both the intermediate ramp and apron are operated by hydraulic actuator systems.

The transfer bridge is anticipated to be of steel construction and designed to be non-fracture critical. The minimum bridge size is 16-feet clear width by 140-feet in length (12' driving lane and 4' pedestrian lane). The transfer bridge shall be designed to accommodate electrical power and lighting cables and lighting fixtures. Fuel, sewage, and potable water transfer pipes may also be needed to connect to the uplands depending on the final utility needs that are provided at this facility.

The mooring structures may be either fixed fender face or floating rubber fender mooring structures depending on further engineering analysis. Fixed fender structures would be more robust for withstanding winter storm events when the terminal is unoccupied. However, attention to mooring line attachments would be needed for tidal movement of the vessel and lines would likely need some adjustment by vessel staff while the ferry is berthed overnight. Floating fender structures would be preferred by the vessel operations staff for ease of all tide mooring of the ferry vessel. These floating structures are positioned near the mooring chocks and accommodates vertical travel during tidal cycles, eliminating the need for line handling.

Environmental Services

The Department anticipates that environmental permitting will be provided by others. These services may be added by amendment. Anticipated consultations and permits include:

- Geotechnical investigations consultation and permitting (Section 7 of the ESA and USACE)
- Cultural and historic resources
- Essential Fish Habitat Consultation under the Magnuson-Stevens Fishery Conservation and Management Act
- Consultation under Section 7 of the ESA
- IHA under the Marine Mammal Protection Act
- 404 USACE individual permit, including a minimization and avoidance analysis and mitigation statement if applicable

Coordination

Some features of the final design may be subject to construction, ownership, operation, and maintenance by Goldbelt. Those elements may be separately delineated by cost and construction sequencing depending on final agreements between the Department and Goldbelt. This contract is restricted to the design of AMHS facilities.

It is currently anticipated that this project will be developed and designed as one project. However, there is a possibility of phasing various components to meet budgetary or scheduling limitations. The consultant shall be prepared to phase this project under one or more construction contracts. Alternative construction means and methods such as CMGC may also be employed at the Departments discretion.

Expected Tasks / Deliverables

This project is anticipated to be conducted under the following primary tasks. Tasks may be conducted concurrently.

- 1. Preliminary Analysis, Design and Development of Preferred Alternatives
- 2. Land Surveying
- 3. Geotechnical Exploration and Foundation Design Reports
- 4. Preliminary Design / Local Review
- 5. Preliminary Design to support Project Permitting
- 6. Final Design of Preferred Alternative (PIH, PSE & Bid Ready Documents)

- 7. Project Advertisement Support
- 8. Design Support during Construction

Deliverables are subject to negotiation and change depending on the authorized development level of the project. At minimum, the following deliverables can be expected:

Task 1 will encompass the gathering of existing information, investigation of existing conditions and site visits and meetings with primary stakeholders. Public meetings may also be required. One or more preliminary or conceptual level designs and associated construction cost estimates will then be developed.

Task 2 will provide all boundary/ROW, topographic, bathymetric or other survey work products needed for design and other uses in accordance with DOT&PF standards.

Task 3 will consist of field exploration(s) and materials and foundation design reports in accordance with DOT&PF standards. Foundation design reports are expected to run concurrently with all design tasks and concluded in final design under future tasks.

Task 4 will be preliminary design of the preferred alternative to approximately the 25% level. A local review will be held to finalize features and direction for final design efforts.

Tasks 5 and 6 will involve design of the selected alternative. Task 5 is expected to be approximately a 50% design level or otherwise sufficient for identifying all conditions needed to obtain final environmental permits.

Task 6 is expected to consist of three submittal levels for PIH, PSE, and Final sealed bid documents. These documents will include Plans, Specifications and Estimates in accordance with Department standards. Formal reviews will be conducted following the PIH and PSE submittals. The PIH review will require a site visit.

Task 7 involves assistance to the Department during bidding. This is expected to include answering bid related questions and preparation of contract addendums.

Task 8 includes review and approval of fabrication or shop drawings, associated material submittals, requests for information, and provision of field or shop fabrication inspections.

Anticipated Period of Performance

The actual periods of performance shall be negotiated based on the Tasks that are ultimately authorized by the Department. The following key milestone dates are currently anticipated:

Preliminary Design – December 2023
PIH Review – May 2024
PSE Review – July 2024
Bid Advertisement – October 2024
Physical Construction – March 2025 through December 2026

Supporting Documents (Attachments)

A. Vicinity Map and Concept Site Plans