

Agency: Commerce, Community and Economic Development**Grants to Municipalities (AS 37.05.315)****Grant Recipient: Ketchikan Gateway Borough****Federal Tax ID: 92-0084626****Project Title:****Project Type: New Construction and Land Acquisition**

Ketchikan Gateway Borough - Alaska Marine Highway System & NOAA Moorage Facility

State Funding Requested: \$10,000,000**House District: 1 / A**

Future Funding May Be Requested

Brief Project Description:

Funding will construct a dock and moorage facility for the Alaska Marine Highway System fleet and NOAA research vessels.

Funding Plan:

Total Project Cost:	\$30,000,000
Funding Already Secured:	(\$3,900,000)
FY2013 State Funding Request:	<u>(\$10,000,000)</u>
Project Deficit:	\$16,100,000

*Funding Details:**FY12 - \$3.9 million***Detailed Project Description and Justification:**

Funding will construct a dock and moorage facility for the Alaska Marine Highway System (AMHS) fleet and National Oceanic and Atmospheric Administration (NOAA) research vessels in Ward Cove, Ketchikan. This project will benefit the community of Ketchikan, increasing economic opportunity and enhancing maritime infrastructure in Southeast.

Ward Cove is located approximately five miles north on the Tongass Highway from Ketchikan. When the Ketchikan Pulp Company left the community, the property was purchased by the Ketchikan Gateway Borough. In 2010, the State of Alaska purchased a portion of this property.

The goal of the project is the redevelopment of the Ward Cove AMHS Marine Facility Site. There is an immediate need to create a new berth at the AMHS property to replace its existing South Berth facilities. State funding will support design and construction of the functional replacement of the South Berth, including the following components:

- Long term layup facility for one or two ships for light maintenance and layup. The objective of this facility will be to accommodate all existing AMHS State Ferries and the NOAA ship Fairweather.
- Marine Engineering Office and Warehouse Facility with parking for ferry maintenance operations and up to 100 AMHS Headquarters staff and visitors.

This project will involve various stakeholders including AMHS, Department of Transportation & Public Facilities, Ketchikan Gateway Borough, public and private property owners, and NOAA.

Project Timeline:

FY13-16

Entity Responsible for the Ongoing Operation and Maintenance of this Project:

DOT&PF

Grant Recipient Contact Information:

Name: Dan Bockhorst
Title: Borough Manager
Address: 1900 1st Avenue
Ketchikan, Alaska 99901
Phone Number: 228-6625
Email: danb@kgbak.us

Has this project been through a public review process at the local level and is it a community priority? ☒ Yes ☐ No



KETCHIKAN GATEWAY BOROUGH

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www.kgbak.us

OFFICE OF THE BOROUGH MAYOR

December 9, 2011

Karen Rehfeld, OMB Director
Office of the Governor
State of Alaska
P.O. Box 110020
Juneau, Alaska 99811-0020

Dear Karen:

This is to express the strong support of the Ketchikan Gateway Borough in improving and increasing mooring capacity at Ward Cove for either AMHS vessels or possibly maintaining a long-term presence of the National Oceanic and Atmospheric Administration (NOAA) in our community. New mooring facilities would allow AMHS to move most or all of its operations at south berth at the Ketchikan shipyard to Wards Cove where AMHS headquarters and operations buildings are presently located. This would provide significant benefits to the shipyard and its operations and to AMHS. It would also complete the transition of AMHS away from the shipyard property.

NOAA currently owns a port facility at 1010 Stedman Street. The facility, which serves as the homeport for the NOAA Ship Fairweather, was condemned as unsafe in 2008. The Fairweather has been without an Alaska homeport facility for the past three years.

The Fairweather is a hydrographic survey ship that was originally commissioned with NOAA in 1968. The ship was deactivated in 1989 but a critical backlog of surveys for nautical charts in Alaska was a motivating factor to reactivate the ship in 2004. With its multi-beam sonars and suite of specially-equipped launches, the technologically-advanced Fairweather is one of the most productive platforms in the world for making nautical charts.

U.S. Senators Lisa Murkowski and Mark Begich have sponsored legislation to allow NOAA to sell its facility at 1010 Stedman Street and use the proceeds to purchase a new port facility in Ketchikan.

Allowing the Fairweather to return to Ketchikan will, of course, help our efforts to develop Ketchikan as a maritime center for the Northern Pacific Ocean. The Alaska Marine Highway System is also planning a major relocation to Ward Cove, and it is hoped there will be enough demand for repairs and supplies to support more specialized marine contractors and merchants in Ketchikan. Having that infrastructure will help attract more maritime-related business to the area, positioning Ketchikan to be a major maritime hub.

The State of Alaska has committed \$500,000 to scope a much larger master plan for Wards Cove and AMHS operations, but the mooring project can proceed before that study is complete as a separate phase. AIDEA and AMHS have been, and will continue to work together with NOAA staff on the concept of homeporting NOAA vessels, but the project need and benefits exist independent of NOAA for AMHS vessels.

The Borough encourages the State of Alaska to continue to work with NOAA to help redevelop the Ward Cove Marine Industrial site. It is a necessary part of our community's economic future. Redevelopment of Ward Cove, including a joint NOAA/AMHS marine facility is not specifically among the capital project priorities identified by the Ketchikan Gateway Borough, City of Ketchikan, and City of Saxman simply because it would be a State/federal

Karen Rehfeld, OMB Director

December 9, 2011

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effort. The fact that the project is not on the priority list of the three Ketchikan area local governments should not in any sense be interpreted as a lack of support for the project. Indeed, on October 3, 2011, the Borough Assembly formally adopted the following policy statement:

The Ketchikan Gateway Borough encourages NOAA to continue to work with the Alaska Marine Highway System to come up with a "berthing" plan that will allow both entities to use Ward Cove and ensure that NOAA ship Fairweather continues to be home-ported in Ketchikan.

If you would like any additional information concerning this matter, please contact me.

Sincerely,

Dave Kiffer
Ketchikan Gateway Borough Mayor



REQUEST FOR PROPOSALS PACKAGE

(Procurement per Article 3 of AS 36.30)

PART

A

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Form 25A270, Part A - Request for Proposals (RFP)
" " Part B - Submittal Checklist
" " Part C - Evaluation Criteria
" " Part D - Proposal Form
Certification of Eligibility (Ethics Act)
Form 25A257, Pre-Audit Statement
Form 25A269, Indemnification & Insurance

Proposed Statement of Services

Other: None

ISSUING OFFICE

Agency Contact & Phone No.....: Matt Tanaka, P.E., Project Manager / 907-269-0824
Contracting Division.....: State of Alaska, Department of Transportation & Public Facilities

PROJECT

RFP NUMBER.....: 02522041
Project Numbers-State/Federal.....: 73111 / N/A
Project Site (City, Village, etc.).....: Ketchikan, Alaska
Project Title & Contract Description: Alaska Marine Highway System Ward Cove Marine Facility Feasibility Plan Consulting Services

The Department is seeking the services of a consultant to perform a feasibility study to develop and recommend concepts for the Alaska Marine Highway System's Ward Cove Marine Facility near Ketchikan, Alaska. Site development plans will include layup berths and long term moorage facilities for ferry vessels and other ships, a ferry terminal, headquarters, office, warehouse, ship repair, and other related facilities.

SCHEDULE & PAYMENT

Anticipated period for performance-Begin/End: May 2012 through December, 2013

Estimated amount of proposed contract:

<input type="checkbox"/> less than \$100,000	<input type="checkbox"/> \$100,000 to \$150,000	<input type="checkbox"/> \$150,000 to \$250,000
<input type="checkbox"/> \$250,000 to \$500,000	<input checked="" type="checkbox"/> \$500,000 to \$1,000,000	<input type="checkbox"/> \$1,000,000 or greater
Proposed Method(s) of Payment:		
<input type="checkbox"/> Fixed Price Plus Expenses (FPPE)	<input checked="" type="checkbox"/> Firm Fixed Price (FFP)	<input checked="" type="checkbox"/> Cost Plus Fixed Fee (CPFF)
<input type="checkbox"/> Other:		

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: April 18, 2012

PREVAILING TIME: 4:00 PM

HAND DELIVER ONLY DIRECTLY TO FOLLOWING LOCATION (and person, if named):

Sharon Frascati, PSA Unit Supervisor
Department of Transportation & Public Facilities
4111 Aviation Avenue
Anchorage, Ak 99502

(When submitting proposals, please make sure to identify the project title and the RFP number on the outer envelope of the submittal package.)

IMPORTANT NOTICE: If you downloaded this solicitation from the State's Website, you must register with the Central Region Plans room to be placed on the planholders list and to receive subsequent addenda. Failure to register may adversely affect your proposal. It is the Offeror's responsibility to insure that he has received all addenda affecting this RFP. To be registered, call (907) 269-0408 or fax (907) 269-0402 and provide the project name & number, company name & contact person, address, phone number & fax number.

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 per 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 scoring Part C - Section I - Technical Proposal, criteria scores for Part C - Section II - Preferences, and Section III - Price (if applicable), will be determined as stated within such criteria descriptions.
 - 2.3 After completion of individual ratings, 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.
 - 2.4 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 BAFO's, 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

PART

A

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 WEB site. To view or download the booklet, follow these steps:

- A. log on to the web page at www.dot.state.ak.us
- B. select Procurement
- C. select Professional Services, Construction Related
- D. select Small Procurement Standard Provisions Booklet

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 licensing included in the certification statement on Page 2 of Part D in this RFP package. Non-compliance shall result in rejection of proposal.**

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 or Land Surveyors (A/E or LS) 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. Also, 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 or LS, then all Offerors including any A/E or LS 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 funding from the Federal Aviation Administration (FAA) per 49 CFR 18.36(t) and AC 150/5100-14D, para 2-8(j). Exception: Price must be an Evaluation Factor for Real Estate Appraisal services (AS 36.30.250(d) and FAA AC 150/5100/14D, para 2-4(c)).

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 which may exceed \$100,000. 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.

12. Professional Liability Insurance for the proposed contract: ☐ is not required

☒ is required as shown on DOT&PF Form 25A269.

13. The proposed contract ☐ will ☒ 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 U.S.C. 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 ☐ As follows:

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 and is a prerequisite to Proposal. Offerors should be aware of this requirement and are advised that proof of application for an Alaska Business License will satisfy this requirement. Information regarding applying for an Alaska Business License can be found on-line at <http://www.dced.state.ak.us/off/home.htm> or by calling 1-907-465-2550. Section 12 AAC 12.020(g) of the Alaska Administrative Code further specifies that the business license must be in the name of the company under which the proposal is submitted. This is a requirement regardless of funding source. If an Offeror fails to comply with this requirement, their proposal will be rejected as non-responsive.

15.2 Based on guidance from the US Department of Transportation's General Counsel, effective January 10, 2006, the Alaska Department of Transportation and Public Facilities implemented a Race Neutral Disadvantaged Business Enterprise (DBE) program by setting 0% project goals on all highway, mass transit and airport projects. Contractors are encouraged to continue using DBE participation on highway, mass transit and airport projects as appropriate. Any questions about this notice may be directed to the Civil Rights Office, 907-269-0850.

15.3 The following documents are available on a CD. If interested in receiving a CD, please contact the Plans Room 269-0408 to make arrangements to receive your copy.

- **Functional Replacement Documents**

- a. Ketchikan Shipyard Land Transfer Agreement, DOT/PF to AIDEA, with Use and Occupancy/Functional Replacement Agreement.
- b. AIDEA Resolution No. G10-15, Resolution of the Alaska Industrial Development and Export Authority Relating to the Approval of the Transfer of the South Berth Facility from DOT/PE to the Authority for use at the Ketchikan Shipyard.

15. Special Notices Continued:

- **Environmental**
 - a. Phase I Environmental Site Assessment Report - Ketchikan Ward Cove Property
 - b. Phase II Environmental Site Assessment Report - Ketchikan Ward Cover Property
- **Ward Cove Marine Facility**
 - a. Design Study Report, AMHS Ward Cove Facility Warehouse Remodel, by USKH
- **NOAA Requirements**
 - a. Homeport Requirements for NOAA Ship OKEANOS EXPLORER
 - b. NOAA Marine Operations Center - Pacific (MOC-P) Program of Requirements
 - c. Solicitation for Offers, US Department of Commerce, NOAA

SUBMITTAL CHECKLIST

PART

B

Offeror may use left margin to check off items when completed.

Prime Contractor shall have a current Alaska Business License on date of submittal, reference item 1, page 2, Part D.

- [] 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 upon any omission, error or content of this 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 (2 AAC 12.565).
- [] 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.
- [] 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 standard forms 254 and 255, 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 **Billing Rates and/or Price Proposals** as described in Criteria #12 and/or #13.
- [] 7. Complete all entries on Part D - Proposal Form. Note the statutory requirements for Alaska Licenses and be sure to sign and date the Certification. Copies of licenses may be provided with submittal, and will not count in the requirements of #8 below.
- [] 8. Attach Criteria Responses (**except any Billing Rates or Price Proposals**) to Part D - Proposal Form. The maximum number of attached pages (**each printed side equals one page**) 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 multiple pages at 93.5 square inches or fraction thereof per page.

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 submittal and affect scoring for "Quality of Proposal."

CHECKLIST IS CONTINUED NEXT PAGE

[] 9. N/A

[] 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 -- **except Billing Rates or Price Proposals** -- 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 (**all pages**) and Criteria Responses (**except Billing Rates or Price Proposals**) required is: **Five (5)**

[] 10.3 If **Billing Rates and/or Price Proposals** are required, **one copy** bound with one staple in the upper left corner separately enclosed in a sealed envelope marked on the outside to identify it as a **Billing Rates or Price Proposal** and the names of the Project and Offeror. Each **Billing Rates or Price Proposal** 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 **not** 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 **submittals in one sealed package** to the location and before the submittal deadline cited in Part A - RFP. **Mark the outside of the package** 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

PART

C

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. 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: 20

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 or Chemical, Civil (including Structural), Electrical, Mechanical, Mining or Petroleum Engineer, or Land Surveyor, 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 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: 30

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. Civil Engineering*
4. Structural Engineering*
5. Mechanical Engineering*
6. Electrical Engineering*
7. Haz-mat Environmental
8. Architecture*
9. Land Surveying*
10. Cost Estimating
11. Public Process Assistance
12. Environmental Permit Assistance
13. Environmental Assessment for FHWA funded projects
10. State Historic Preservation Office (SHPO) Surveys – Cultural Resource Specialist

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

Continued Next Page

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. (See Proposed Scope of Services, Qualifications of Consultant Team, page 7.)

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**6. Weight: 5**

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.

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.

PART

C

8. N/A

8. Weight: 0

9. N/A

9. Weight: 0

SECTION II - PREFERENCES

10. Disadvantaged Business Enterprises**23 CFR 172.5(b)****10. Weight: 0****Weight shall be at least "10" for FHWA or FAA funded contracts.**

To be granted this preference, Offeror's response must: 1) identify certified Disadvantaged Business Enterprises (DBEs) which would participate in the proposed contract; 2) explain the work to be performed by the DBEs; 3) demonstrate the extent of total contract requirements of such participation (consider effort, compensation, staff, etc.); and, 4) **list each DBEs' DOT&PF certification number under the designated column on page one of Part D.**

Certified DBE firms are listed in a DBE Directory which is available from the Alaska Department of Transportation and Public Facilities at its regional Design and Construction Offices in Juneau, Anchorage and Fairbanks or by mail from the Civil Rights Office, ADOT/PF, Box 196900, Anchorage, AK 99519 (telephone 907-269-0851) or at their internet address <http://www.dot.state.ak.gov/cvlrts/index.shtml>. DBE firms are issued a Certification Number which is listed in the Directory and which must be cited in proposals seeking DBE recognition.

Response will be scored: Rating x Number of Evaluators x Weight = Criterion Score. Rating will be as follows: "5" - All services by DBE; "3" - Considerable DBE participation; "1" - Minor DBE participation; "0" - No DBE participation.

11. Alaska Bidder (Offeror) Preference**49 CFR 18.36(c)(2) & 2 AAC 12.260(e)****11. Weight: 10****Weight shall be "0" if any federal funding, otherwise weight shall be at least "10".**

To be granted this preference:

1) Response must certify that Offeror meets the following requirements per AS 36.30.170(b):

- (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 32.05 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).

2) Offeror must designate the Alaska Bidder (Offeror) Preference on page one of Part D.

Response 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 qualifies as an Alaska bidder using the criteria in 1), 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 that it qualifies as an Alaska bidder or who does not qualify as an Alaska bidder using the criteria in 1), above.

SECTION III - PRICE

If price is not an Evaluation Criterion, weights for both 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 allocability 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.

- | | | |
|------------------------|---------------|--------------------------|
| 1. Contract Management | (Estimated at | % of total labor effort) |
| 2. Project Management | (Estimated at | % of total labor effort) |
| 3. | (Estimated at | % of total labor effort) |
| 4. | (Estimated at | % of total labor effort) |
| 5. | (Estimated at | % of total labor effort) |

*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**.

$$\frac{(\text{Lowest aggregate rate from all Offerors}) \times (\text{MPP}^*)}{(\text{Offeror's aggregate rate})} = \text{Offeror's Criterion Score}$$

$$^*\text{MPP} = \text{Maximum Possible Points} = (5) \times (\text{Number of Evaluators}) \times (\text{Weight})$$

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 (maximum 20%) 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%
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 (Required Format)**13. Weight: 0****PART****C**

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 higher tier contractor so that the price of all subcontracts "roll-up" into the Offeror's total price proposal.

1. Show project title, project number, and Offeror or Subcontractor Name.

2. **Direct Costs of Direct Labor (DCDL)**

Show the estimated costs for each job classification of employees proposed for the contract. List under the following headings. Names required only for key staff and/or persons in "responsible-charge" (ref.: AS 08.48). **Hourly Rates must not include Indirect Costs or Fee.**

Job Classification	Name	Total Hours	Rate(\$/hr)	Proposed Costs (\$)
				Total DCDL: \$ _____

3. **Indirect Costs (IDC)**

These costs include what are generally referred to as 1) Fringe Benefits and 2) Overhead (including direct and indirect costs of Indirect Labor). Show the Proposed IDC Rate as a percentage of Direct Costs of Direct Labor and the product (IDC Amount) of that Rate multiplied by the total DCDL.

IDC Rate: _____ % IDC Amount: \$ _____

4. **Other Direct Costs (ODC)**

These costs include: subcontracts, equipment (company owned or rented), and reimbursable expenses (e.g.: transportation, food and lodging, reproduction, etc.) - if not included in Indirect Costs. List proposed costs under the following headings. If multiples of an item required, list the proposed quantity, unit rate, and total cost for each. **Costs must be based on actual costs to the offeror or the subcontractor, without any profit or other markup.**

Item	Quantity	Cost (\$/Unit)	Proposed Costs (\$)
			Total ODC: \$ _____

5. **Total Proposed Cost**

Sum of DCDL + IDC + ODC

Total Cost: \$ _____

6. **Proposed Fee**

List a proposed amount (Contract Fee is generally negotiated using a structured Fee analysis of proposed costs).

Proposed Fee: \$ _____

7. **Total Proposed Price**

Sum of Total Proposed Cost plus Proposed FEE.

Total Price: \$ _____

8. *In accordance with the Submittal Checklist ('rfp-b'), item 10.3, Price Proposals must be signed and dated by the person who prepares it (may be a different signature for each subcontractor).*

Response will be scored as follows:
$$\frac{(\text{Lowest Total Proposed Price}) \times (\text{MPP}^*)}{(\text{Offeror's Total Proposed Price})} = \text{Criterion Score}$$

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

If no federal funding, then per AS 36.30.250(b), total price shall be reduced for the above calculation by the following applicable percentages (maximum 20%) when the prices are from Offerors designate preferences on page one of Part D.

* ALASKA BIDDER (OFFEROR) PREFERENCE [2 AAC 12.260(d)] 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.

PROPOSAL FORM

PART

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: 73111
Project Title: Alaska Marine Highway System Ward Cove Marine Facility Feasibility Plan
.....: Consulting Services
RFP No.: 02522041

OFFEROR (CONTRACTOR)

Contractor:
Street.....:
P.O. Box.....:
City, State, Zip:
Alaska Business License Number: *License is a prerequisite to Proposal.*
Federal Tax Identification No.....:
DOT&PF DBE Certification No. (if any).....:
Individual(s) to sign contract.....:
Title(s).....:
Type of business enterprise (check one).....: [] Corporation in the state of...:
[] Individual [] Partnership [] Other(specify).....:

ALASKA STATUTORY PREFERENCES (IF NO FEDERAL FUNDING)

Check the applicable preferences that you claim for the proposed contract (reference Criteria 11, 12 & 13 in Part C):
[] Alaska Bidder (Offeror) **AND>>** [] Veterans **AND>>** [] Employment Program or [] Disabled Persons

PROPOSED SUBCONTRACTOR(S)

<u>Service, Equipment, etc.</u>	<u>Subcontractor & Office Location</u>	<u>AK Business License No.</u>	<u>DOT&PF DBE Certification No.</u>
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CERTIFICATIONS

I certify: that I am a duly authorized representative of the Contractor; that this Submittal accurately represents capabilities of the Contractor and Subcontractors identified herein for providing the services indicated; and, that the requirements of the Certifications on page 2 of this Part D for 1) Alaska Licenses/Registrations, 2) Insurance, 3) Cost and Pricing Data, and 4) Federal-Aid Contracts exceeding \$100,000 - will be complied with in full. These Certifications are material representations of fact upon which reliance will be placed if the proposed contract is awarded. Failure to comply with these Certifications is a fraudulent act. The Contracting Agency is hereby authorized to request any entity identified in this proposal to furnish information deemed necessary to verify the reputation and capabilities of the Contractor and Subcontractors. This proposal is valid for at least ninety days.

Signature: _____
Name.....: _____ Date: _____
Title.....: _____ Telephone (voice): _____
_____ (fax): _____
_____ Email Address: _____

CERTIFICATION FOR ALASKA BUSINESS LICENSES AND REGISTRATIONS

PART

D

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 designated for opening (i.e., receipt) of proposals as required by AS 36.30.210(e) for Contractor; and not later than five days after a Notice of Intent to Award as required by AS 36.30.210(a) and AS 36.30.250(a) for 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. Certification on the bid or proposal that the bidder/offeror has a valid Alaska business license number and has written the license number in the space provided on the proposal.
 - c. A canceled check that demonstrates payment for the Alaska business license fee.
 - d. A copy of the Alaska business license application with a receipt stamp from the State's business license office.
 - e. A sworn notarized affidavit that the bidder/offeror applied and paid for the Alaska business license.
 - f. 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(14)) for Architecture, Engineering or Land Surveying (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 Corporate Practice** for incorporated Contractors and incorporated Subcontractors for Architecture, Engineering or Land Surveying (Form 08-2407 issued under AS 08.48.241). Corporations 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 corporate registration before 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 or Land Surveying (reference AS 08.48.241) which 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, or Land Surveying **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 or Land Surveying** 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 and Economic Development, Division of Occupational Licensing at P.O. Box 110806, Juneau, AK 99811-0806, or at Telephone (907) 465-2550, or at Internet address: <http://www.dced.state.ak.us/occ/buslic.htm>.]

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.

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. Failure to comply with this requirement may cause the state to reject the bid or proposal as non-responsive, or cancel the contract.

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, and

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.

Dated: _____, 20____, at _____, Alaska.

[name of former state employee]

STATE OF ALASKA)
JUDICIAL DISTRICT) ss.

On this _____ day of _____, 20__, [name of former state employee], whom I know to be the individual described in and who executed this certification, personally appeared before me and acknowledged that [s]he signed the certification as [her or his] free and voluntary act.

IN WITNESS WHEREOF, I have placed my signature and affixed my official seal.

Notary Public in and for Alaska
My commission expires: _____

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 with required attachments, **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. Identify your financial year including beginning and ending dates.....:
2. List your actual costs, by the following categories, for your most recently ended fiscal year. Cost Terminology is defined on the reverse.
 - 2a. Direct Labor..... \$
 - 2b. Attach a Trial Balance with grouping of accounts used to arrive at the following Indirect Cost amounts:
 - Fringe Benefits\$
 - General & Administrative Expenses\$
 - Sum..... \$
 - 2c. Indirect Cost Rate (Sum of 2b / 2a) Percent (%):
3. If your records have been audited within the last two years by a government agency, attach a copy of the Audit Report.
4. Attach copies of your most recent Internal and Audited (if performed by other than the Contracting Agency) Financial Statements.
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. If you charge projects based on unit rates (e.g.: for computer time, laboratory tests, copies or equipment use, etc.) attach a list of such items and unit rates.
7. Do you offset revenue received from unit rate payments against the applicable Indirect Cost Accounts?
[] Yes [] No

If you have questions concerning this document, please telephone our Auditors at (907) 269-0715.

CERTIFICATION

I certify that I am a duly authorized representative of the Contractor and that information and materials enclosed within this statement accurately represent financial records of the office listed below.

Signature: _____
Name:
Title:
Contractor:

Date:
Telephone:
Fax:

Office Address for which this Submittal is made:

Address where Accounting Records are maintained,
if not at Office Address:

Street:
P.O. Box:
City, State, Zip:

:
:
:

COST TERMINOLOGY

DIRECT LABOR - Base salary or wages paid to employees charged directly to contracts or projects.

OTHER DIRECT COSTS - 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.).

INDIRECT COST RATE - 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.

INDIRECT COSTS - 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

UN-ALLOWABLE COSTS - 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

AKSAS Project No: 73111
Federal Project No: TBD
Date Prepared: 3/8/12

CONTRACTOR shall include the provisions of this form in all subcontracts which 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 comparative fault basis. "CONTRACTOR" and "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 re-performance 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 Commercial General Liability Insurance: Such policy shall have **minimum** coverage limits of \$300,000 combined single limit per occurrence or split limits of \$300,000 per person/\$500,000 per occurrence. 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 Comprehensive Automobile Liability Insurance: Such policy shall have **minimum** coverage bodily injury liability limits of \$300,000 combined single limit per occurrence or split limits of \$300,000 per person/\$500,000 per occurrence. The policy shall cover all owned, hired and non-owned vehicles. In addition, it shall have a minimum of \$50,000 per occurrence property damage liability limits.

D2.1.4 Professional Liability (E&O) Insurance: 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 Amount	Combined Single Limit, Per 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

When 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.

(E&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 (*checked*) 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 *checked* modifications of the insurance requirements specified in Article D2 are hereby approved:

CONTRACTING OFFICER

Signature: _____ Date: _____
Name: _____
Title: _____

STATEMENT OF SERVICES

APPENDIX B

AKSAS Project No:	73111
Federal Project No:	N/A
Date Prepared:	3/8/2012

Alaska Marine Highway System Ward Cove Marine Facility Feasibility Plan Consulting Services RFP# 02522041

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ARTICLE B1
ADMINISTRATIVE REQUIREMENTS

B1.1 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 a NTP.

B1.2 Project Staff. All services must be performed by or under the direct supervision of the following individuals (replacement of, or addition to, the Project Staff named below shall be accomplished only by prior written approval from the Contracting Agency:

<u>Name</u>	<u>Project Responsibilities</u>
--------------------	--

ENTER NAMES OF CONTRACTOR'S &
SUBCONTRACTOR'S KEY STAFF

B1.3 Professional Registration. All reports, plans, specification, estimates and similar work products provided by the Contractor shall be prepared by or under the supervision of the Registered Alaskan Engineer or Land Surveyor in responsible charge for the services. These Engineers or Land Surveyors shall be currently registered in the State of Alaska and they shall sign, seal and certify as to the accuracy of each final work product for which they are responsible.

B1.4 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.

B1.5 Correspondence. All correspondence prepared by the Contractor shall bear the Contracting Agency's assigned Project name and numbers (State & Federal).

B1.6 Documents and Reports shall be printed with solid black letters that are double spaced on white, 8.5 inch x 11 inch bond or "Xerox Copy" paper. Other size paper may be used for illustrations if they are folded to 8.5 inch x 11-inch size. Original documents and reports shall be printed on one side of the paper only and shall be ready for copying. Documents and reports shall have no black and white photographs, color photographs, or multicolored graphics except as specifically approved by the Contracting Agency. Original, camera ready, copies of final documents and reports shall be submitted to the Contracting Agency for a check before printing.

B1.6.1 Copies. When the Contract calls for multiple copies of documents or reports, the copies shall be printed on both sides of the paper. However, the cover and pages with approved illustrations, multicolored graphics, or photographs shall be printed on one side of the page only. All copies - except for originals - shall be bound.

B1.6.2 Page Numbers. All documents shall be page numbered to allow every major Section, Chapter, Appendix, etc., to begin on a "right hand," odd numbered page.

B1.6.3 Covers. The cover of all documents and reports shall include the following information:

- a. Name of document or report.
- b. Date.
- c. Indicate whether draft or final.
- d. Project Name.
- e. State and Federal Project Number(s).
- f. Prepared for: Alaska Department of Transportation and Public Facilities.
- g. Prepared by:
- h. Map and/or picture of project area.

B1.7 Contractor Name on Plan Sheets and Documents. No Contractor logos shall be allowed on any electronic or hard copy document produced for the Contracting Agency. The Contractor company name shall be included in the box above or below the engineer's seal on each plan sheet. Documents produced for the Contracting Agency shall include the Contractor's company name at the bottom right of the first page, cover sheet or title sheet only. Contractor letterhead shall be allowed only as exhibits in document appendices. The Contractor name shall be in the same font as other lettering on the plan sheet or document, shall be 1/16" or less in height on 11"X17" plan sheets, and shall be in the following format:

PLANS DEVELOPED BY:
COMPANY NAME

B1.8 Plans, Maps, and Plats shall be submitted with solid black ink on A1, 841 x 594 mm original vellum or mylar in Contracting Agency format. **Final drawings** shall be on mylar unless another medium is specifically called for in the Contract. All final drawings shall be plotted so that the front surface of the mylar is inkable and erasable. No Kroy lettering or "sticky back" applications shall be used.

B1.8.1 Right-of-Way Base Maps and the **Right-of-Way Maps** shall be submitted to the Contracting Agency with the scale and layout specified by the Contracting Agency. Final Right-of-Way Base Maps shall be submitted on vellum or mylar. Final Right-of-Way maps shall be on mylar. **Parcel Plats** shall be submitted on paper with a scale that presents the information legibly and clearly in the Contracting Agency's standard A1, 841 x 594 mm format. A title block and border drawing file will be supplied by the Contracting Agency for the Parcel Plats.

B1.8.2 Drafting. All drawings shall be submitted in either Autocad, current format, or DXF format. All submissions shall include the Autocad drawing files, or DXF drawing files, on CD ROM discs. A standard layering scheme provided by the Contracting Agency shall be used. Failure to adhere to this scheme will be cause for rejection. The drafting procedures shall be as outlined in the Contracting Agency's Highway Design Drafting Manual -- including current metric revisions.

B1.9 Specifications and Estimates shall be submitted with solid black letters that are double spaced on white, 8.5 inch x 11-inch bond or "Xerox Copy" paper. They shall be printed on one side of the paper only and shall be ready for copying. Specifications and estimates shall contain no graphics and no photographs except as specifically approved by the Contracting Agency.

B1.9.1 Copies of the Specifications shall be printed on both sides of the paper and shall be bound with a comb binder. Copies of the estimates shall be single sided. For Reviews, copies of estimates shall be included as the first item behind the cover of the Specifications.

B1.9.2 All Specifications shall also be submitted on CD ROM discs as document files for Microsoft Word current edition or compatible software written for IBM compatible personal computers.

B1.10 Revisions. The Contractor shall modify work products in response to direction from the Contracting Agency. Corrections, adjustments, or modifications necessitated by the review/approval process, but which do not substantially affect the scope, complexity, or character of the services, shall be considered a normal part of the Contractor's services.

B1.10.1 Errors and Omissions. Except as described in this 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.

B1.10.2 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.

B1.10.3 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.

B1.11 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.

I. INTRODUCTION AND SUMMARY

The State of Alaska, Alaska Marine Highway System ("Department"), is seeking a qualified team, led by a consulting firm ("Consultant or Contractor") specializing in Maritime Industry Planning and Development to assist the Department in producing an economically viable Feasibility Plan (Design Study Report, or DSR) for the Ward Cove AMHS Marine Facility (WCMF) Site located in Ward Cove in Ketchikan Alaska. The site appears in Figure 1.

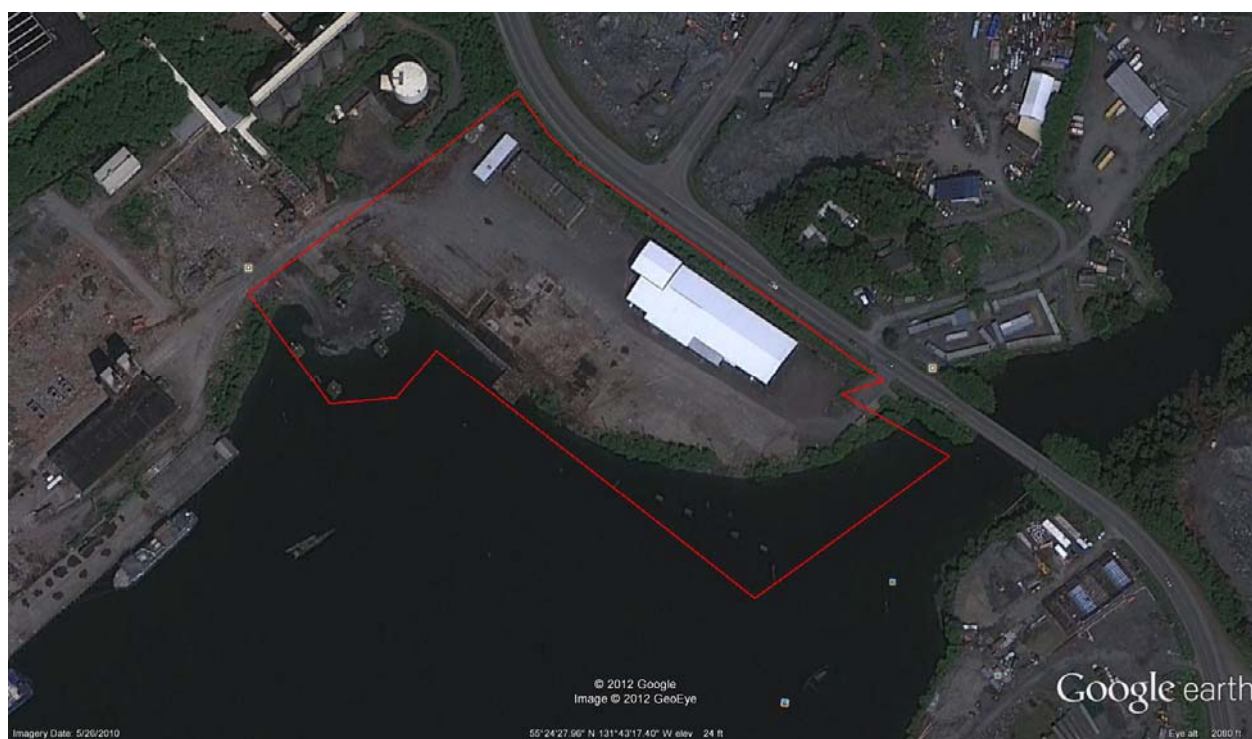
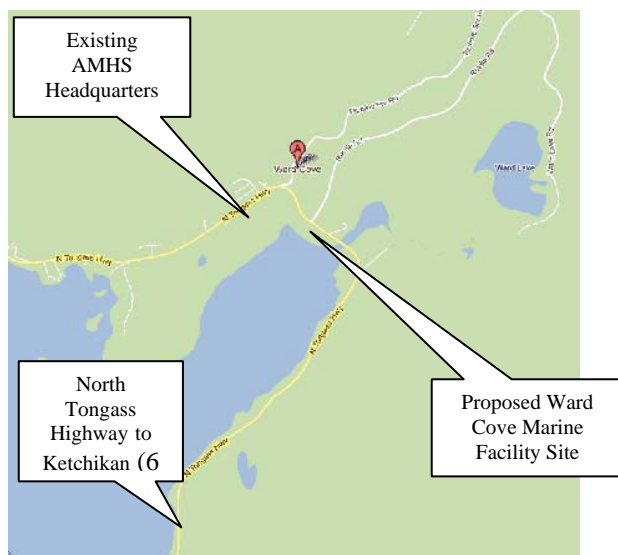
Ward Cove is located approximately five miles north on the Tongass Highway from Ketchikan, Alaska. When Ketchikan Pulp Company left Ketchikan, the property was purchased by the Ketchikan Gateway Borough. In 2010, the State of Alaska purchased a portion of this property, as well as the existing veneer plant buildings. This property is the subject of this DSR effort.

For approximately 40 years this property was used to process logs, veneer, and other wood products. The offshore property was highly contaminated and has seen some remediation work.

The AMHS property currently has three structures located on it. Currently these buildings are unoccupied, but in 2012 the Department is constructing significant interior and exterior modifications to the veneer plant building by remodeling the facility into long term warehousing for the AMHS Marine Engineering Facility, as well as relocating all engineering staff into the second floor of the warehouse.

Figure 1

Site Location and Approximate AMHS Property Boundary



The goal of the DSR is to set forth a concept and approach for the use and redevelopment of the WCMFS area that is supported by the public, and which addresses and reconciles numerous regulatory, economic, maritime, utility, open space and shoreline access issues.

To meet this goal, the feasibility study must address the following objectives:

- Develop phased site development concepts

- Identify and evaluate issues affecting site development
- Develop cost estimates adequate to support capital funding requests for the design and construction of development projects

The Department's commitment to undertaking this feasibility study now is driven by an immediate need to create a new berth at the AMHS property to replace its existing South Berth facilities, which are located on Alaska DOT/AMHS Property adjacent to the Alaska Ship and Drydock (ASD) shipyard in the town of Ketchikan, Alaska. As the replacement berth facilities are constructed at the AMHS property in Ward Cove, South Berth facilities at the ASD shipyard will be put into use by the ASD Company. This berth replacement process is referred to as "functional replacement", the terms for which appear in the exhibit, "AIDEA Functional Replacement Documents". Functional replacement is defined as the creation of the following facilities at the Ward Cove property to replace in function those at the ASD site:

- Long term layup facility for one AMHS vessel (the Malaspina) that serves occasionally as a full service ferry terminal for overflow traffic
- Marine Engineering Office and Warehouse Facility with parking (Under construction in 2012. Integrate building into development plans.).

In order to assure the functional replacement of South Berth at the AMHS property at Ward Cove does not preclude future development at the site, the feasibility study must include development plans for anticipated facilities. Other elements include:

- A future AMHS Headquarters Facility for 50 to 100 persons,
- Development of future layup berth capacity for other state ferries (Kennicott, Taku, AMHS' Fairweather, Columbia), to be available on an as-needed basis.
- Development of long term moorage facilities with the ability to perform dockside maintenance (ie, get equipment and components on and off ships),
- Development of any potential ship repair operations and related facilities,
- Home porting of one NOAA ship (NOAA Fairweather) and winter layup of another NOAA ship).
- Improved vehicle access to the site from the North Tongass Highway
- Adequacy of the property for future development and if required assess the need to procure additional property.

Qualifications of Consultant Team. The consultant team should be composed of professionals with marine facility master plan development experience. The team will be working with AMHS and other stake holders during the development of the DSR, as well as other locally involved citizenry. The following areas of expertise will be required, at minimum:

1. Maritime industry planning and development
2. Transportation circulation and access planning for the site and surrounding area
3. Physical building condition and related engineering analysis of historic structure re-use potential

4. Infrastructure systems assessment and development requirements
5. Cost analysis
6. Identification and integration of historic preservation requirements, to the extent required to identify historical concerns related to potential development.
7. Environmental expertise (hazardous materials assessment and abatement design, environmental assessments for procuring FHWA project funding, environmental permitting for developments in marine settings, etc.)
8. Architecture, engineering and surveying
9. Public process assistance
10. Other discipline expertise as advisable

Consultant may be required to participate in community meetings, as well as end user meetings with agencies such as AMHS, DOT&PF, Local Government (Ketchikan Gateway Borough), public and private property owners, and NOAA. All work will be subject to review and discussion.

II. PLANNING AND DEVELOPMENT TASKS

Hazardous Materials Evaluation

The Consultant shall review existing environmental documentation, and determine what further environmental field investigations, if any, should be performed in order to assess impacts on development options, schedule, construction cost, and general feasibility. The recommendations shall distinguish between field data collection efforts needed to support the feasibility study and capital funding requests, and those that can be deferred to future design stages. On the basis of this determination, the Department may amend the contract to include environmental field data collection. If further field data collection is not authorized, the Contractor shall utilize the available environmental studies and data to complete the feasibility study.

EPA Website for Ward Cove Cleanup Efforts:

<http://yosemite.epa.gov/R10/CLEANUP.NSF/7d19cd587dff1eee8825685f007d56b7/2dd5ab7462e4f004882567b30057eb7b?OpenDocument>

Environmental Assessment

A \$10 million General Obligation bond (GO Bond) is being sought in the 2012 State Legislature. The intent is for this appropriation of State funding to cover the design and construction of the functional replacement of South Berth. Therefore, as part of this DSR, the Consultant shall conduct a preliminary environmental assessment. As a preliminary effort, the assessment shall identify potential environmental issues and impacts, and how they might affect the screening of identified site development alternatives into a recommended concept. This would include a review of existing literature and reports and some consultation with agencies such as EPA, NMFS, NOAA, ADF&G, ADEC, and others that the Consultant shall identify. Because of funding constraints and a desire to avoid prolonging the functional replacement effort, a detailed environmental assessment is not desired for the preparation of the DSR.

If the DSR should determine that a \$10 Million GO bond appropriation would not be adequate to fund the functional replacement of South Berth, the Department may elect to pursue Federal Highway Association (FHWA) funding to supplement the State funding source. The Department

may then authorize the Consultant to develop an FHWA-compliant environmental document and prepare associated Federal and State permits. This effort may include a Categorical Exclusion (CE), or an Environmental Assessment (EA), depending on circumstance, and it would require the approval of the FHWA before commencement of final design. It is envisioned that if federal funding is sought, the timeline for the completion of the environmental document and design could be on the order of two years.

Hazardous Materials Assessment

Determine the impact of existing hazardous materials at the Ward Cove property on construction cost and development schemes. A challenging aspect of this plan will be to identify and assist the Department in how best to accomplish the required construction and development within the established area, and how to reduce or avoid impacting the environmental conditions that currently exist within the construction area. The Department or its consultants have carried out separate environmental assessments of the shoreline, surface, and subsurface areas of the affected property. These studies will be made available to the consultants during and after the RFP process to provide additional insight regarding environmental conditions that may affect the range of feasible land and offshore use options.

In summary, the AMHS property and vicinity, when formerly owned by the Ketchikan Pulp Company (KPC), was contaminated with lead, PCBs (polychlorinated biphenyls), arsenic, and petroleum compounds. Contaminated soils were removed and EPA placed long-term controls on the property to protect the cleanup. The bottom of Ward Cove was contaminated with ammonia, hydrogen sulfide, and 4-methylphenol. EPA dredged three acres of sediments in Ward Cove, capped 27 acres with clean material, and left another 50 acres of contaminated sediments to recover naturally. Cleanups were completed between 1998 and 2001. All remedies at the site were implemented to be protective of human health and the environment.

Environmental Permitting

Determine what environmental permits must be obtained for the construction of development schemes. Identify activities needed to obtain permits, timelines for acquisition, and estimated costs. Coordinate with permitting agencies on behalf of the Department. Prepare permit applications for submittal by the Department.

National Historic Register

As part of the historic preservation effort, the Department must identify any Historical Features and address them with the State Historical Preservation Office (SHIPO). Previously hired DOT&PF Consultants have also carried out historic preservation research as part of other work ongoing in the North Tongass Ward Cove area. This information will be available to the Consultant during and after the RFP process to provide additional insight regarding historic conditions that may affect the range of feasible land and offshore use options. It is desirable to rehabilitate historic resources located at the site to the minimum extent required by regulations, appropriateness, or reasonableness to preserve vital historic culture. A challenging aspect of this plan will be to identify and assist the Department in determining which historic resources should be maintained or rehabilitated; and to identify separate funding agencies outside the State with which the Department may fund preservation efforts or who may be interested in funding these

efforts separately. See Appendix A for a detailed work breakdowns structure for this effort.

NOAA Development Requirements

Review NOAA's general requirements for the development of a potential Ward Cove home port for its vessel Fairweather and possibly one other vessel. Coordinate with the Department and NOAA to document requirements specific to this project. Use them to develop schemes for a home port at the Ward Cove site.

Assessment of Existing Buildings

The Department retained USKH Architects & Engineers to redesign the existing veneer building into Marine Engineering Office and Warehouse Facilities. This remodel includes incorporation of water, electricity, and an expandable sewage treatment system for the warehouse facility. Additional structures exist on the site that have not been evaluated for structural integrity or adequacy for continued use. It is probable that one building may become usable for office space with extensive modifications; and the other may be usable for storage following extensive remodel. The Consultant shall tailor its investigations to determine how best to include existing structures into site development schemes, or to have them demolished to make way for other site improvements.

The Consultant shall complete an architectural and engineering (mechanical, electrical, structural) assessment including: a) review of building plans if available, b) perform a visual inspection and observation of all accessible areas; c) photo documentation of the inspection, particularly areas of concern; d) notation of the presence and extent of hazardous materials if detected during visual inspection; and e) prepare an indexed, bound, and detailed report of findings.

Site Analysis and Data Inventory

The project team shall gather all of the site and operational data required to develop the Study. For marine operational aspects the team should rely heavily on input from AMHS regarding the operational requirements for maneuvering ships in Ward Cove and regarding the operations associated with docking, berthing, loading and off-loading of passengers and vehicles. Other tasks include:

1. Site Survey: Although there is a current plat for the property, a detailed site survey will be required to develop an accurate Master Plan.
2. Prepare Public Involvement Plan: Prepare a public involvement plan to identify a process and methods used throughout the project for obtaining public and agency input and comment. A preferred method would be a Consultant managed website.
3. Architectural Scoping:
 - a. Several key elements of the Study may be remodeling or new facilities and buildings. Architectural services will consist of space programming and analysis for a proposed new headquarters facility, ferry terminal, and auxiliary supporting facilities and buildings. The architects will meet with representatives of DOT and AMHS

Engineering and Operational Department Staff to identify space needs for the new AMHS Offices. A matrix will be developed describing adjacencies for program spaces. The architect(s) will also research allowable building areas under the International Building Code and investigate how the building footprint required for the program will be accommodated within the limits of the site. The architects will determine the effect of local zoning regulations, restrictions on facilities layout, and setbacks from the property line should be identified.

- b. Warehouse parking and staging for ferry maintenance operations, loading/unloading, delivery.
 - c. Onsite parking for 70-100 AMHS Headquarters Staff and Visitors.
 - d. Ferry terminal including ticketing, waiting, offices, security, vehicle/truck, bus/camper/taxi parking and staging, snack bar, public facilities, and other appurtenances.
 - e. Site Utility requirements including water, wastewater, and electricity for all existing and proposed facilities.
 - f. Determine the level of effort required to obtain necessary construction permits, particularly if there are significant or important environmental restrictions that emerge from performance of environmental reviews.
4. Long Term Berthing for one or two ships for light maintenance/layup. Objective is to accommodate all existing AMHS State Ferries, and potentially the NOAA Ship Fairweather. The current maximum vessel operated by AMHS is the M/V Columbia with a LOA of 435 feet x Breadth of 85 feet, Displacement of 7683 LT. The second largest vessel is the M/V Kennicott with a LOA of 385 feet x Breadth of 85 feet, Displacement of 7503 LT.
- a. Identify natural conditions, such as solar angle, marine currents, wind speed/direction/frequency, seismic conditions, vegetation, navigation aids, mooring structures, wrecks, and other natural conditions which may affect use of the site.
 - b. Identify environmental conditions that may affect use of the site.
 - c. Bathymetric survey is not included in this phase as it appears that existing bathymetric information is suitable for this task. Detailed design will require additional bathymetric survey.
5. Develop economically viable land use program compatible with the planned WCMF layup berth(s), ferry terminal, NOAA, and combined AMHS/NOAA docking requirements incorporated into the DSR.
- a. Traffic Study: Due to the impact of trips to the site resulting from the installation of a ferry terminal and headquarters building, the Department will require a traffic study to obtain driveway permits. Traffic Planners will coordinate with ADOT&PF to determine level of effort, and likely traffic options for site access. Site and highway traffic circulation to include access improvements to the site from the Tongass Highway; and internal circulation for vehicular staging and parking, separated from employee and warehouse operations and parking to the practical extent possible.
 - b. Ferry Terminal Operation Flow Diagram (FTOFD): The FTOFD will be used as a basis for site layout and circulation.
 - c. General pedestrian improvements and walkway connections.

- d. NOAA Requirements: (These requirements, similar to AMHS requirements need to be addressed throughout the Feasibility Study).
 - e. Include a phased development plan that allows existing interim uses to remain on site until redevelopment occurs.
 - f. Natural Conditions inventory. Identification of natural conditions, such as solar angle, wind, existing structures, vegetation and other natural conditions which may affect use of the uplands site.
 - g. Utility Coordination. Identify best means of providing necessary utilities for the site.
 - h. Geotechnical research: No geotechnical investigations will be included in the Feasibility Study work effort. This task will rely on researching existing nearby geotechnical information that could be useful to the master planning efforts. A geotechnical investigation will be needed for final design of site and mooring facilities.
6. Cost Estimating. Develop a rough order of magnitude cost estimate for each of the development schemes, starting with initial required work progressing through completion of the phased work. The cost estimates will be used to determine the adequacy of sought GO Bond funding, and how much, if any, supplemental funding should be pursued.

Other Recommended Tasks

In its response to this solicitation for the DSR, the Consultant should recommend other tasks that may be of value to the study. The Department may elect to include recommended tasks in the negotiated contract with the successful proposer.

Site Development Alternatives: Identification and Analysis

The Consultant shall identify all the possible site development alternatives and, through a matrix screening process, reduce them to a maximum of two to three alternatives. Once identified, the Consultant shall focus its effort on the analysis and refinement of the final alternatives.

1. Marine Development. Develop concept designs that show vessel movement paths, orientation of berths, location of breasting and turning dolphins, catwalks, floating docks, and vehicle transfer bridge(s). Location and designs need to consider vessel maneuvering, prevailing wind, and location of sand cap over contaminated basin bottom material, and bathymetry (adequate depth throughout the tidal ranges). Due to stringent criteria for marine development, depths, and environmental remediation requirements, the range of alternatives for marine development may be limited.
2. Landside Development. Prepare Concept alternatives that show physical components of the project to scale as a means of determining the ability of the site to accommodate all of the program requirements. Alternatives will identify buildings, traffic circulation, pedestrian circulation, connections with marine elements of the project, site utilities, and other components that may be determined during the site investigation and programming phase.
3. Alternatives Assessment. The Preliminary DSR shall assess the proposed alternatives to determine the advantages and constraints of each alternative as a means of assisting with selection of a preferred alternative.
4. Following completion of the Alternatives Assessment, the final task shall be to consolidate agency comments, requirements, decisions, revisions, and direction into a Preferred Alternative.

IV. SCHEDULE

The Department is dedicated to producing a DSR as quickly as possible, to complete the planning process and initiate the functional replacement of South Berth at the AMHS Ward Cove site. The timeframe for completing the work described in this RFP is aggressive. Overall, this work is targeted for completion in about one year. However, the work produced will have to be coordinated with the multitude of end users described above; specifically the Department, NOAA, Ketchikan Gateway Borough, Department of Transportation & Public Facilities, local property owners, EPA, and local stakeholders to avoid potential litigation and delays in the development and construction process.

The Consultant's work is anticipated to be broken generally into the general tasks presented below. The Consultant shall propose its detailed work breakdown structure (WBS) in its response to this solicitation, and shall include a schedule that fits within the DSR timeline appearing in the attached program schedule. ***The program schedule shows design and construction related tasks that are excluded from this solicitation for consultant services. The Department intends to advertise a separate solicitation for design and construction administration assistance services.***

EXHIBIT A

Historic Preservation Analysis

INTRODUCTION

The Consultant shall be responsible for completing the following historic preservation research, documentation, analysis and consulting tasks as set forth in the following narrative description, individual tasks 1 through 13 and the accompanying project timeline. Much of this work will require collaboration with SHIPO and Department Staff. The Department's desire is to rule out the need to conduct historic preservation so it can progress with the planning and development of the Ward Cove Property. Therefore the following statement of services proposed in the RFP will be tailored by the consultant and the Department during the contract negotiation process to minimize the expenditure of project funds on historic preservation analysis.

To provide an overview summary of the work, Contractor will carry out historic research and integrate information regarding that history into the DSR document.

The historic research information may inform one or more approaches to defining historic district boundaries, for further review and consideration by the Department.

As stated above, the Department does not believe the site merits consideration for historical significance, however is willing to determine if there are any historical items or history that should or need to be addressed as this site is developed. The objective is to produce a Master Plan DSR that gives merit to the history of the site and its resources, and enables economic historic rehabilitation if practical and necessary.

The Contractor shall engage in discussions regarding choices and trade-offs between historic preservation and project objectives.

The tasks below describe the work that the Department believes should be conducted by Contractor. The sequence of work is subject to refinement, as some of the tasks are dependent on inputs from the Planning Team, Department Staff or others and may not be required. The Department and Consultant shall work to identify whether refinements or alternatives to this approach are warranted to complete the work task as efficiently and cost-effectively as possible, consistent with the agreed schedule and budget. Modification of work tasks, project timeline and schedule, and budget shall require written agreement of both parties.

WORK TASKS

Task 1 - Research Existing Data. Consultant shall research availability of reports, surveys and related historic preservation analyses, as well as all historic architectural and engineering drawings applicable to the site. Review existing informational resources for the site, for the purpose of understanding the historic significance of the site, and determine what further research is required to document the any historic significance.

Task 2 - Survey the buildings. Contractor will survey and document all existing structures at the site, except for the Marine Engineering building that is being renovated in 2012. The survey will include building interiors and exteriors. The survey process should involve filling out detailed survey forms and taking photographs in sufficient detail to provide permanent history of each facility.

Task 3 - Prepare outline context statements. Contractor will prepare draft outlines of statements for two historic contexts: 1) Industrial Development and Settlement; and 2) Architectural/Engineering Significance. Should it be determined that further research is needed to enable preparation of the detailed outline of significance, adjustments to the sequencing and schedule for this deliverable will be suggested by the Contractor for approval by the Department Staff. .

Task 4 - Initial consultation with Department and SHIPO to solicit direction regarding the merits and appropriate breadth of the historic contexts and any related additional requirements.

Task 5 - Conduct further research as determined necessary per Tasks 1 through 5.

Task 6 - Prepare Resources Descriptions. Prepare architectural descriptions, photographic documentation, and the context association for each resource. Include description/documentation of the historic uses/functions and the role of individual buildings.

Task 7 - Integrity. Assess the historic integrity of individual resources in accordance with accepted standards. One acceptable standard is the seven aspects of integrity established by the NPS in Bulletin No. 15. URL is listed below other comparable and commonly accepted standards are acceptable. The evaluation of integrity will rely heavily upon the work products and deliverables from preceding Tasks.

Task 8 - Compile building profiles. Review and incorporate physical building condition analyses as may be available and provided by the Department with the individual historic resource descriptions and revise historic integrity analyses, if warranted. Although the analysis of an individual resource's historic integrity may conclude that from an historic preservation perspective it has a high or low value for preservation, the related analysis of its physical condition will figure significantly into the economic feasibility of the Study and therefore should factor into its overall preservation priority rating.

Task 9 - Boundaries. Re-evaluate historic district boundaries identified in historic resource surveys, and identify different approaches to defining boundaries, if any.

Task 10 - Prepare draft context statements. Based upon the outline context statements, research, and consultation with SHIPO, the Department and other stakeholders, prepare a significance statement consisting of two historic contexts: one that addresses the site's "Industrial Development and Settlement" significance and a second that addresses the "Architectural/Engineering" significance of the site resources. Should there be sufficient justification; assemble resource descriptions, context statements, historic district boundary maps, and supporting photographs and materials to produce a complete National Register nomination. As directed by the Department, provide technical support throughout the

evaluation, review and approval process.

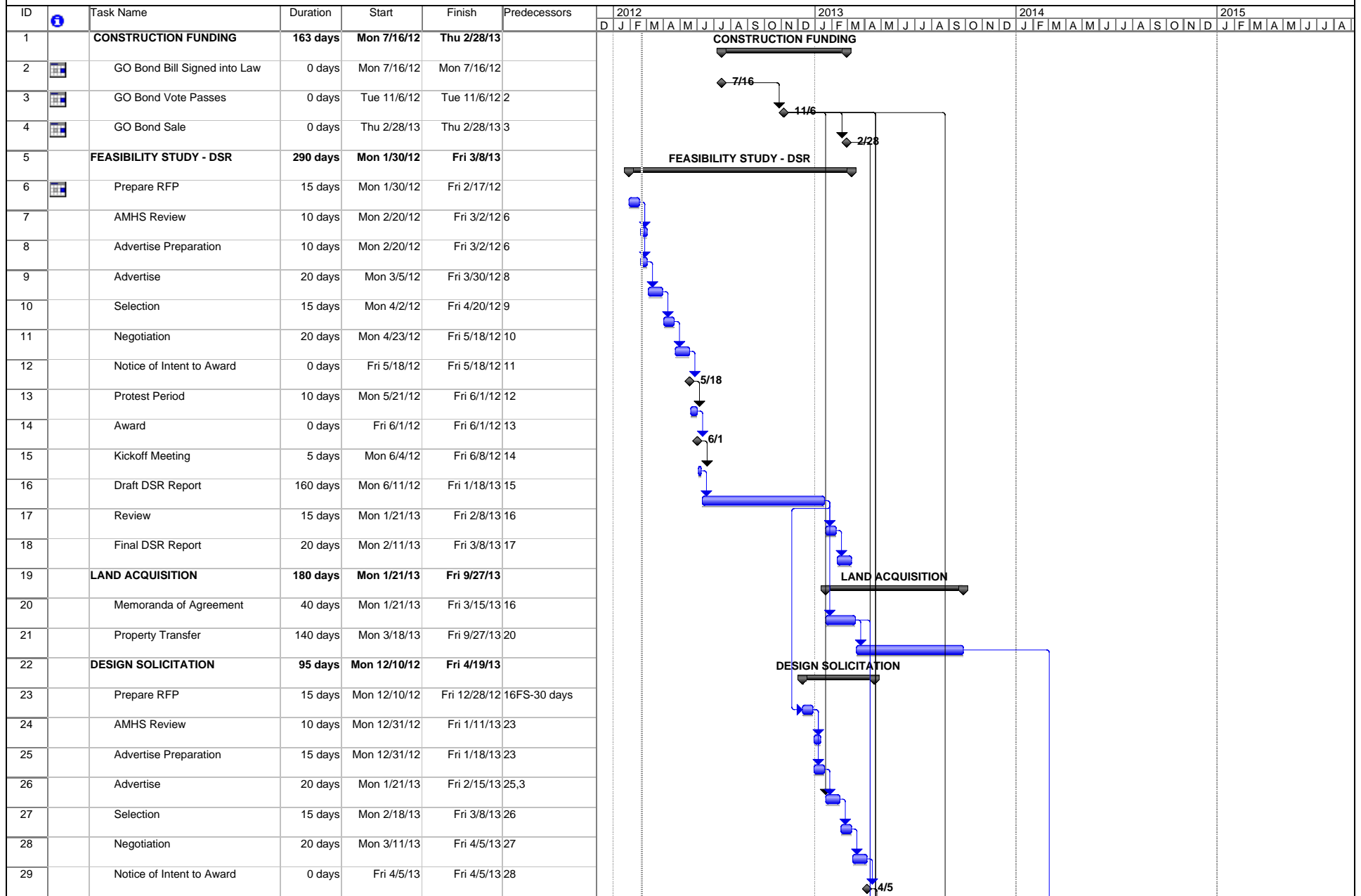
Task 11 - Prepare Final National Register nomination. Respond to comments from reviewers and prepare a final nomination if directed by the Department.

Task 12 - Provide technical advice and support of the Departments demolition and redevelopment plans to assure compliance with any required historical remediation, preservation, or replacement required at the site.

Task 13 - Public Presentations and As-Needed Technical Analysis. As directed by the Department, be available to make presentations to the public and/or State and Federal Boards.

AMHS Ward Cove Marine Facility Program

PRELIMINARY SCHEDULE (State Funding Only - No Federal Grant)



Project: AMHS F.S V2.
Date: Tue 2/21/12

Task Progress
Split Milestone

Summary
 Project Summary

External Tasks
 External Milestone

Deadline

PRELIMINARY SCHEDULE
(State Funding Only - No Federal Grant)

<div> <div>Project: AMHS F.S V2. Date: Tue 2/21/12</div> <div> <div>Task</div> <div>Progress</div> <div>Summary</div> <div>External Tasks</div> <div>Deadline</div> </div> <div> <div>Split</div> <div>Milestone</div> <div>Project Summary</div> <div>External Milestone</div> </div> </div>									
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Page 2									