



REQUEST FOR PROPOSALS

RFP DH20-037

PROFESSIONAL DESIGN SERVICES
for
CRUISE SHIP DOCK ELECTRIFICATION
STUDY

Issued By: *Carl J Uchytel*
Carl J Uchytel, Port Director

Date: February 27th, 2020

PROFESSIONAL DESIGN SERVICES
for
CRUISE SHIP DOCK ELECTRIFICATION STUDY
DH20-037

SCOPE AND INTENT: The City and Borough of Juneau (CBJ) Docks and Harbors (D&H) is requesting proposals from qualified consultants to provide professional design services to address the CBJ Assembly goal of a sustainable community. Specifically, *that Juneau will maintain a resilient social, economic, and environment habitat for existing population and future generations*. The increased number of cruise ship visitations may adversely impact and potentially degrade Juneau's air quality. Docks and Harbors intends to address efforts necessary to reduce carbon emissions and provide world-class moorage to industry users. This study would advance efforts of the November 2016 *Shore Tie Power Feasibility Study Report* to develop the fiscal and operational need with a holistic plan to enable the cruise ship industry to thrive in a sustainable manner in Juneau.

The desired services would: revalidate the efforts of the *2016 Shore Tie Power Feasibility Study*; develop conceptual plans, options and cost estimates to add electrical service to the two CBJ owned dock facilities; consult with the local electrical utility company to evaluate and estimate what impact additional cruise ship berth electrical connections would have to the Juneau rate payers; evaluate opportunities to reduce the carbon output of cruise ships moored in Juneau Harbor; based on the existing mooring configuration consult with the cruise ship industry to determine shore-side standardization connections to provide the industry with the most versatile electrical connection; and, consult as practicable with the design team planning infrastructure investment at the Sub-Port Lot to determine the viability and financial risk of providing power at potentially four large cruise ship docks. The work may be phased to accommodate a time-line dependent upon available funding. Upon receipt of the final deliverable, D&H may elect to amend the scope of services to include planning, permitting through final design and construction documents of specific elements including Bidding, Construction Administration, Inspection, and other related services.

DOCUMENTS: Request for Proposal (RFP) documents may be obtained from the CBJ Port Director's Office, 76 Egan Drive, Juneau, AK 99801, telephone (907) 586-0292.

Documents may also be obtained on-line at:

http://www.juneau.org/harbors/proposed_regulations.php. Proposers are encouraged to register as a plan holder to assure notification of addenda or other information regarding this RFP.

QUESTIONS REGARDING THIS RFP: Teena Larson, Administrative Officer, is the sole point of contact for all issues pertaining to this RFP (phone (907) 586-0292, fax (907) 586-0295, e-mail teena.larson@juneau.org). No oral interpretations concerning the RFP will be made to any person. Requests for interpretation must be made in writing and delivered, sent by fax, or e-mailed to CBJ Docks and Harbor at least four (4) days prior to submittal deadline.

Professional Design Services for
Cruise Ship Dock Electrification Study
DH20-037

PRE-PROPOSAL CONFERENCE: A non-mandatory pre-proposal conference about the scope and process will be held at 10:00 a.m. Tuesday, March 31th, 2020 in the CBJ Municipal Building Room 224 at 155 South Seward Street, Juneau, Alaska. Persons interested in submitting proposals are encouraged to attend. Conference call capability may be available for the Pre-Proposal Conference. Proposers intending to participate via teleconference shall notify the Port Director's Office, at (907) 586-0292 prior to the meeting.

DEADLINE FOR PROPOSALS: Six (6) copies of the proposal, in a sealed envelope, will be **received until 2:00 p.m., Alaska Time on Tuesday, May 19th, 2020**, or such later time as the Port Director may announce by addendum to holders of the RFP documents at any time prior to the submittal date. Late proposals will not be accepted and will be returned unopened. Faxed or e-mailed proposals will not be accepted.

Please affix the label below to outer envelope in the lower left hand corner.

IMPORTANT NOTICE TO PROPOSER		
To submit your Proposal: 1. Provide your company name and address on the upper left corner of your envelope. 2. COMPLETE THIS LABEL AND PLACE IT ON THE LOWER LEFT CORNER OF YOUR ENVELOPE.		
S E A L E D	Proposal Number: RFP DH20-xxx Project: Cruise Ship Dock Electrification Study DEADLINE DATE: <hr/> PRIOR TO 2:00PM ALASKA TIME	R F P

Proposal documents delivered in person or by courier service must be delivered to:

PHYSICAL LOCATION:

City and Borough of Juneau
Docks and Harbors – Port Director's Office
Second Floor – Seadrome Building
76 Egan Drive
Juneau, AK 99801

NOTE: Mailing/delivery times to Alaska may take longer than other areas of the U.S.

Proposal documents delivered by the U.S. Postal Service must be mailed to:

**Professional Design Services for
Cruise Ship Dock Electrification Study
DH20-037**

MAILING ADDRESS:

City and Borough of Juneau
Port Director's Office
Docks and Harbors
155 South Seward Street
Juneau, AK 99801

The CBJ Docks and Harbors phone number is (907) 586-0292 and fax number is (907) 586-0295.

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1.0 GENERAL INFORMATION

CBJ Docks and Harbors (D&H) is requesting proposals for professional design services. This Request for Proposals (RFP) defines the scope of the requested services, explains the procedures for selecting a firm to provide the requested services, and defines the documents required to respond to the RFP.

Late proposals will not be accepted and will be returned unopened. CBJ Docks and Harbors reserve the right to reject any or all proposals.

1.1 PURPOSE

The purpose of this document is to solicit proposals from qualified consultants to evaluate options and advance efforts to reduce the carbon footprint of cruise ships moored in Juneau Harbor. The intent of this proposal would include a comprehensive look at various elements required to expand electrical power service to one or more large downtown docks. The planning effort will also coordinate with the electric utility to understand the potential impacts of future development of electrification within the Juneau Harbor on electrical rate payers.

The successfully selected consultant would develop conceptual plans to deliver the necessary infrastructure to the Alaska Steamship and Cruise Ship Terminal Docks as envisioned the construction of the 2017 of the New Cruise Ships Berth project. This will also require coordination with cruise line customers to best develop a future layout which will maximize the use of the proposed connections. In addition, the consultant will provide detailed and thorough evaluation of the existing electrical demands in Juneau and estimate impacts to the community should electrical service be provided to up to three additional Very Large Cruise Ships (VLCS).

The contract resulting from this RFP may be amended to include design, permitting, bidding assistance; construction administration; inspection services; and other related services deemed necessary for this project.

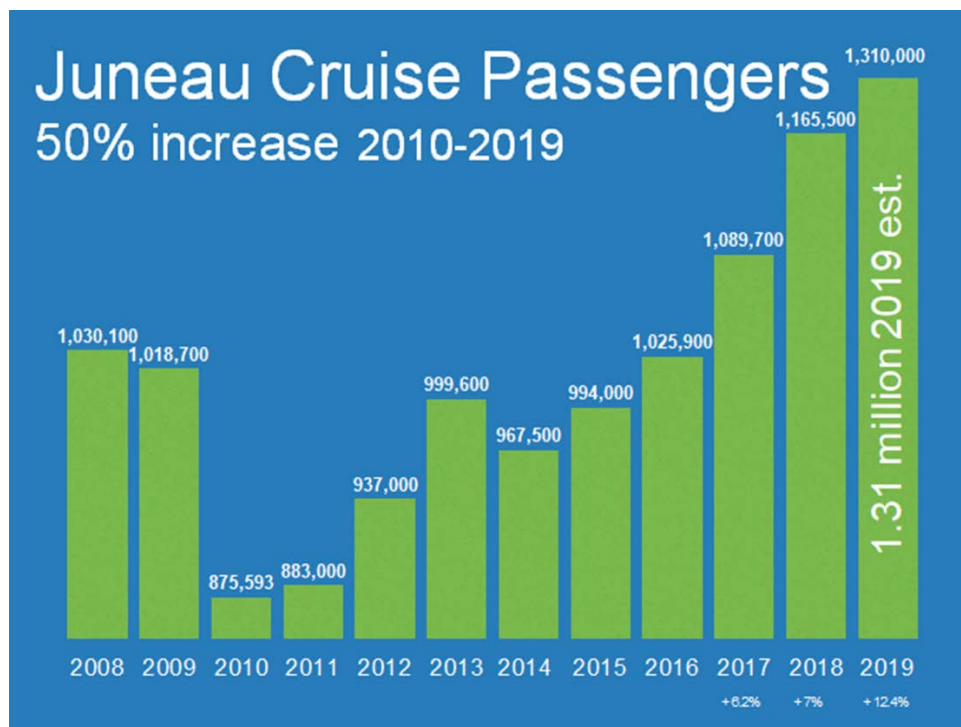
1.2 BACKGROUND

Juneau is Alaska's Capital City. The City and Borough of Juneau (CBJ) municipal offices are located at 155 South Seward Street, Juneau, Alaska 99801. The Port Director's Office is located on the 2nd floor of the Seadrome Building at 76 Egan Drive, Juneau, Alaska 99801.

The Port of Juneau hosts in excess of 1.3 million cruise ship passengers annually from large vessels. Cruise ships make calls at four permanent berths and one at-anchor position. Two cruise ship berths are owned by the City and Borough of Juneau and managed by Docks & and Harbors, an enterprise of CBJ. Two cruise ship berths are under separate private ownership, with one,

Franklin Street Dock currently capable of providing electrical service to cruise ships as an interruptible utility customer.

Cruise Ship Passenger Visits to the Port of Juneau



May 2017 saw the final completion of two new publically owned floating berths in downtown Juneau to serve newer and larger cruise ships. Upon completion of the new floating berths, a planning study was commissioned by D&H for the area from Marine Park to Taku Dock. This study resulted in development of the Archipelago Property, the last vacant parcel in this stretch of waterfront. The \$12.4M public deckover and bus staging area is anticipated to be completed in September 2020. In similar form to providing conduit for the new cruise ship berths, conduit and vaults are being added to the public portion of the Archipelago project to be ready to support bus charging stations when those vehicles begin to deploy in Juneau.

With the increase of the number of ships calling on Juneau and with infrastructure improvement either underway or planned, it is appropriate to evaluate efforts for sustainability improvements and carbon emission reductions.

1.3 **PROJECT DESCRIPTION**

The project area is located within the City & Borough of Juneau. Attachment A provides a map from the 2016 *Shore Tie Power Feasibility Study Report* showing the two city owned cruise ship docks and proposed location for uplands

electrical infrastructure.

The intent of this RFP is to review/validate previous work and develop conceptual plans, cost estimates and ancillary consulting services to assist CBJ in determining the most appropriate actions to reduce the Port of Juneau's carbon footprint and build sustainable facilities.

1.4 SCOPE OF SERVICES

The Consultant shall provide professional services to study, evaluate and design facilities for consideration by Docks & Harbors. D&H may, at its own discretion, extend the master planning effort to include additional design level efforts, permitting, cost estimating, construction documents, as well as scheduling and construction phasing recommendations.

It is anticipated that D&H will negotiate fees with the selected consultant to develop elements to assist D&H in the following:

- Confirmation of electrical plans established in the 2016 *Shore Tie Power Feasibility Study Report* and review of as-builts drawings of New Cruise Ship Berth Project.
- Detailed engineering analysis of cruise ship vessels, regularly calling on Juneau, to determine the most versatile shore-side power connections to meet the suite of vessel options.
- Cost estimates for construction of electrical infrastructure necessary to deliver power to the Alaska Steamship and/or Cruise Ship Terminal Docks.
- Consultation with the design team of the Sub-Port Lot development to ascertain impacts of respective electrification projects under consideration.
- Development of conceptual drawings, up to 35% Design efforts, of electrical infrastructure necessary to deliver power to Alaska Steamship and/or Cruise Ship Terminal Docks.
- Coordinate with the electric utility to evaluate/estimate impacts on Juneau ratepayers, under various scenarios, of electrification to one or more cruise ship docks.
- Coordinate with the electric utility to evaluate and recommend a rate structure which D&H can impose on cruise ships connecting to shore power using publicly provided infrastructure if D&H is the electric customer.
- Evaluate or approximate the cost impact to cruise lines when using shore side provided electrification over self-generated power while moored in Juneau.
- Evaluate or approximate air quality improvement anticipated in the Juneau downtown vicinity, if Alaska Steamship or Cruise Ship Terminal Docks were provided with shore power opportunities.

The scope of services is anticipated will include but not limited to the following milestones/deliverables:

- Meeting with Docks & Harbors Staff

- Meeting with cruise ship operators, coordinated by D&H Staff
- Meeting with local electric utility, coordinated by D&H Staff
- Meeting with Sub-Port Lot design & planning team, coordinated by D&H Staff
- Meetings with up to three potential independent power producers, coordinated by D&H Staff
- Presentation to Docks & Harbors Board
- Presentation to CBJ Assembly

The product of the Consultant's work will be phased and managed as specific milestones/deliverables are achieved. Future design elements, bidding assistance, construction administration, and inspection services may be amended to the contract if desired by the Port Director as result of final deliverables.

1.5 SCHEDULE OF WORK

The schedule for specific elements of the project will be determined based upon contract award. It is anticipated and desired by D&H to receive the final deliverable within 9 months of Notice to Proceed.

A tentative schedule should be proposed in the RFP that would result in the desired timeline as identified above. The Consultant shall propose a schedule of work that identifies tasks necessary to accomplish the work.

The Consultant should anticipate a notice of selection for professional services not later than June 1st, 2020.

1.6 QUESTIONS

Questions regarding this proposal should be directed to:

Teena Larson, Administrative Officer
City and Borough of Juneau
Docks and Harbors
76 Egan Drive, 2nd Floor
Juneau, Alaska 99801

Phone: (907) 586-0292
Fax: (907) 586-0295
E-mail: teena.larson@juneau.org

Office hours are 8:00 a.m. to 4:30 p.m. local time, Monday through Friday.

1.7 STANDARD CONTRACT LANGUAGE

Attached to this RFP is a CBJ standard contract sample (Attachment B) which should be carefully reviewed by proposers, as it is the form of agreement that the CBJ intends the selected consultant to sign in the event of acceptance of its proposal.

1.8 CONTRACT TERMS

It is anticipated that this RFP would result in a contract for professional services. Fees would be negotiated and result in a lump sum and/or a not-to-exceed time and materials contract. The contract fees will be based on the proposed billing rates for the life of the contract, unless adjustments are approved in writing by CBJ.

2.0 RULES GOVERNING COMPETITION

2.1 PRE-PROPOSAL

Proposers should carefully examine the entire RFP and any addenda thereto, and all related materials and data referenced in the RFP. Proposers should become fully aware of the nature of the services requested and the conditions likely to be encountered in performing the services. It is the sole responsibility of the proposer to assure they are in receipt of any and all addenda.

2.2 PROPOSAL DEVELOPMENT

2.2.1 General

The content of proposals will be kept confidential until the selection of the Consultant is publicly announced. All materials submitted in response to this RFP will become the property of the CBJ Docks and Harbors. One copy will be retained for the official files of the CBJ Docks and Harbors and will become public record after signing a contract with the successful Proposer. CBJ Docks and Harbors will not return proposals to the Proposer. CBJ Docks and Harbors reserves the right to reject any or all proposals.

2.2.2 Proposal Submission Process

Proposals are to be prepared in such a way as to provide a straightforward, concise delineation of the Proposer's capabilities to satisfy the requirements of this RFP. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.

This solicitation does not commit CBJ Docks and Harbors to select any Consultant(s) for the requested services. All costs associated with the respondents' preparations, submission and oral presentations (if applicable) shall be the responsibility of the Proposer.

All proposals must be signed. Proposals must be received in the number of copies stated in the RFP no later than the date and time specified in the cover sheet or issued addenda. All copies of the proposals must be

under sealed cover and plainly marked. Proposals not received by the date and time specified in the cover sheet will not be considered.

3.0 PROPOSAL CONTENT REQUIREMENTS

To achieve a uniform review process and obtain the maximum degree of comparability for the Selection Committee, proposals should be organized in the manner specified below:

3.1 TITLE PAGE

Show the RFP subject and contract number; the name of the firm; address; telephone numbers; name of contact person; and date of submission.

3.2 TABLE OF CONTENTS

Clearly identify the materials by section and page number.

3.3 LETTER OF TRANSMITTAL

Limit to one (1) or two (2) printed pages.

- 3.3.1 Briefly state your firm's understanding of the proposal requirements and summarize your capability to meet same.
- 3.3.2 Give names of the person(s) who will be authorized to represent your firm, their title(s), address (es) and telephone number(s).
- 3.3.3 The transmittal letter must be signed by a corporate officer who has authority to bind the firm. Name and title of the individual signing the proposal must be printed below or adjacent to the signature.
- 3.3.4 Acknowledge receipt of all addenda. Failure to acknowledge addenda may result in the proposal being considered non-responsive and subject to rejection.

3.4 SCOPE OF SERVICES AND WORK PLAN

- 3.4.1 Discuss the Scope of Services and how the firm will provide the desired services. Include a statement of approach and methodology for accomplishing the requested services.
- 3.4.2 Provide a work plan, which includes a proposed project schedule. This schedule should identify major tasks and critical components of the project. If the Consultant's team anticipates delays or problems with the design schedule, describe these issues in detail.
- 3.4.3 Discuss the incorporation of this project into the firm's current workload and the ability of the Consultant's team to meet the project schedule. Provide a staff schedule, identifying primary personnel and sub-consultants and their proposed work schedule during different phases of

the project. How much priority can/will this project be given?

3.5 HISTORY AND EXPERIENCE

- 3.5.1 Provide company names, individual contacts, and telephone numbers of references for at least three recent projects similar in scope and scale to the project subject of this RFP.
- 3.5.2 Provide general background information on the firm including specialized experience, capabilities, and unique qualifications in the field. This should include information outlining the firm's experience in the specific professional services requested. Provide examples of projects that demonstrate unique, well planned, and executed solutions to program, budget, and design challenges.
- 3.5.3 Provide information to establish a high level of client satisfaction for the firm's previous work with CBJ, other government agencies, and private clients.
- 3.5.4 Provide information that demonstrates the ability of the firm to deliver design services that result in project construction within established budget and on schedule.
- 3.5.5 Provide information that demonstrates ability of firm to negotiate and secure federal, state, and local permits for projects of the scope and scale of the subject project.

3.6 PROPOSER'S ORGANIZATION AND PERSONNEL QUALIFICATIONS

- 3.6.1 Describe the organizational structure of the Consultant team for this project with an organizational chart or other diagrammatic explanation.
- 3.6.2 Specify the project manager and other key personnel who will be directly providing services for CBJ Docks and Harbors in various areas of the described project and state their position, role, and responsibility. The names, titles and resumes of listed personnel should be provided. Please indicate the experience of each member specifically as it applies to this type of project.
- 3.6.3 Describe quality control and quality assurance measures that the firm would use in the development of design documents for this project.

3.7 FIRM'S FEE SCHEDULE

- 3.7.1 Include a fee schedule of hourly rates of pay for firm principals; project managers; and other key personnel who will be directly providing services on this project relative to the proposed tasks to accomplish the Scope of Services. For clarity the fee schedules shall identify the key personnel proposed for the project, their role and their pay rate. Include mark-up rates for sub-consultant work and list typical reimbursable expenses including mark-ups. Hourly rates shall include all markups and multipliers. Hourly rates shall remain in effect for the life of the contract with no increase unless agreed to by CBJ. Rates will not be evaluated but will be

the basis for contract negotiation.

3.8 LICENSES

3.8.1 Professional registration (Engineer/Architect) in the State of Alaska at the time of proposal submission is required (Alaska Statute 08.48.281).

If a corporate license is held, the professional licensed in the state of Alaska (in order to obtain a corporate license), as well as the professional stamping the work, must be in responsible charge of this project.

All survey work involving property or boundary surveys must be stamped by a Professional Land Surveyor licensed in the State of Alaska.

All reports prepared by a registered professional licensed in the State of Alaska must be stamped by the registered professional.

The proposal must include a statement indicating that all required business, corporate, professional occupational, and any other necessary licenses/certificates are currently held. License/certificate numbers must be provided.

4.0 EVALUATION OF PROPOSALS

4.1 CRITERIA

Proposals will be evaluated and scored, using the criteria on the Proposal Evaluation Form, found at the end of this document, in order to ascertain which proposal best meets the needs of CBJ Docks and Harbors. The items to be considered during the evaluation are explained below at Section 4.3 Evaluation Data. The associated point values are included on the Proposal Evaluation Form.

4.2 EVALUATION PROCESS

Evaluation of the written proposals will be performed by a committee selected by the Port Director. Written proposals will be the primary basis for selection of the consultant team, unless the selection committee determines that oral interviews are necessary.

If oral interviews are used, the selection committee will prepare a "short list" of at least two finalists, who will then be invited to attend oral interviews in Juneau. Finalists will be notified and informed of specific interview requirements and procedures prior to the oral interview. Proposers will be allowed a maximum of three team members to participate in the interview process.

Oral interviews, if used, will be scored and ranked independently of the written

proposal and will determine the outcome of the RFP process.

4.3 EVALUATION DATA

The Evaluation Data discussed below is presented in an effort to delineate what criteria will be used to score proposals. Please do not include a separate section in your proposal for Evaluation Data. The information discussed and requested below should be included in the proposal as part of the Proposal Content Requirements discussed in Section 3.0 of this RFP.

4.3.1 Proposed Method to Accomplish the Project

Work Schedule and methodology will be evaluated according to completeness and pertinence of the tasks submitted by the Proposer, as well as the logic of the overall approach. The proposal should show interest and insight about the specific project.

4.3.2 Capacity of the Firm

Evaluation will be made on the Proposer's ability to perform the desired services within the established schedule.

4.3.3 Past Record of Performance

Evaluation of the Proposer's experience with the CBJ, other governmental agencies and private industry will be made. Detailed references including companies, specific contact persons and their phone numbers and locations should be provided.

Specific attention will be paid to the following items:

- a. Monitors and maintains project schedules.
- b. Establishes overall project success through close coordination with all parties.
- c. Controls construction budgets, maintaining best interests of Owner.
- d. Delivers high quality services within established budgets.
- e. Ability to negotiate and secure federal, state, and local permits.

4.3.4 Firm's Experience with Similar Projects

Evaluation will include assessment of experience with projects of similar scale and scope. The proposal should succinctly describe these projects.

4.3.5 Firm's Representation

The proposal should specify readily available personnel to accomplish the desired services. The level of involvement should be displayed in a way which is consistent with the scale of the project.

Consideration will be given to the following:

- a. Schedule of availability of personnel who will work on the project.
- b. Scale of involvement is appropriate to the project.

4.3.6 Proposer's Organization and Personnel Qualifications

Evaluation will be made of the Proposer's organization and the ability of the personnel who will provide the equipment, technical, and supervisory assistance requested.

4.3.7 Quality of Proposal

Evaluation will include the clarity and professional quality of the document(s) submitted. Consideration will be given to the following:

- a. Is the proposal clear and concise?
- b. Is the proposal responsive to the needs of the project?

4.3.8 Juneau Proposer According to Section 7.0

Juneau proposer points will be given if the Prime Consultant meets Juneau Proposer requirements as stipulated in Section 7.0 - Juneau Proposer Points.

5.0 SELECTION AND AWARD

An evaluation committee will review, evaluate, score, and rank proposals in accordance with criteria identified in Section 3 and the Evaluation Form. Each member of the Selection Committee will independently score the proposals. Each member's scores, as they relate to the group of proposals, are then ranked. The proposal receiving the highest score is given a ranking value of "one", the second highest scored proposal receives a ranking of "two", and so on. The scores and rankings of each evaluation committee member will be checked for accuracy and combined to form a composite ranking.

The Proposer with the lowest composite numerical rank will be declared the apparent successful proposer. In the event of a tie in the ranking totals, the raw scores of the Proposers who are tied will be totaled to determine the successful Proposer. If oral interviews are used, the successful proposer will be chosen as provided in Section 4.2 of this RFP.

After the protest period, the successful Proposer will be invited to enter into contract negotiations with the CBJ. If negotiations are unsuccessful, discussions with the lowest ranked Proposer will be terminated and the second lowest ranked Proposer may be contacted for negotiations.

Award of contract, if made, will be to the responsible Proposer selected in accordance with the criteria described in Section 4 of this RFP, and whose final

proposal and fee is accepted by the CBJ. The CBJ reserves the right to award the contract to the successful firm without further discussion.

6.0 INSURANCE REQUIREMENTS

The insurance requirements for this project are specified in Sample Contract (Attachment E).

7.0 JUNEAU PROPOSER POINTS

Juneau Proposer points shall be awarded if the Proposer is determined to be a "Juneau proposer" meeting the criteria of CBJ's Purchasing Ordinance 53.50, section 53.50.010. CBJ Ordinance 53.50 can be viewed electronically at the following internet address: <http://www.juneau.org/law/code/purchasing.pdf>. A paper copy of the CBJ Purchasing Ordinance is available upon request from CBJ Docks and Harbors.

8.0 PROTESTS

The protest period begins with the posting of a notice of apparent successful proposer, in the Port Director's Office, and expires at the close of the next business day.

Protests shall be executed in accordance with CBJ Ordinance 53.50.062 PROTESTS and 53.50.080 ADMINISTRATION OF PROTEST. Copies of the ordinances describing protest procedures are available from CBJ Docks and Harbors and can be viewed electronically at the following Internet address: <http://www.juneau.org/law/code/purchasing.pdf>.

9.0 JUNEAU BUSINESS SALES TAX AND PERSONAL PROPERTY TAX

Vendors/merchants conducting business within the CBJ are required by law to register with, and periodically report to, the CBJ regarding sales and property taxes. Vendors/Merchants must be in good standing for all amounts owed to the CBJ prior to award and prior to any contract renewal and, in any event, no later than five business days following notification by the CBJ of intent to award or renew.

Good standing means all amounts owed to the CBJ are paid in full, including any Confession of Judgments, and the proposer is current in reporting sales tax filings and business personal property declarations. Failure to meet these requirements, if so subject, shall be cause for rejection of your proposal and/or contract renewal. To determine if your business is in good standing, or for further information, contact the CBJ Finance Department, Sales Tax Division, at (907) 586-5265 concerning sales tax and the Treasury Division at (907) 586-5268 concerning business personal property and real property tax.

PROPOSAL EVALUATION FORM

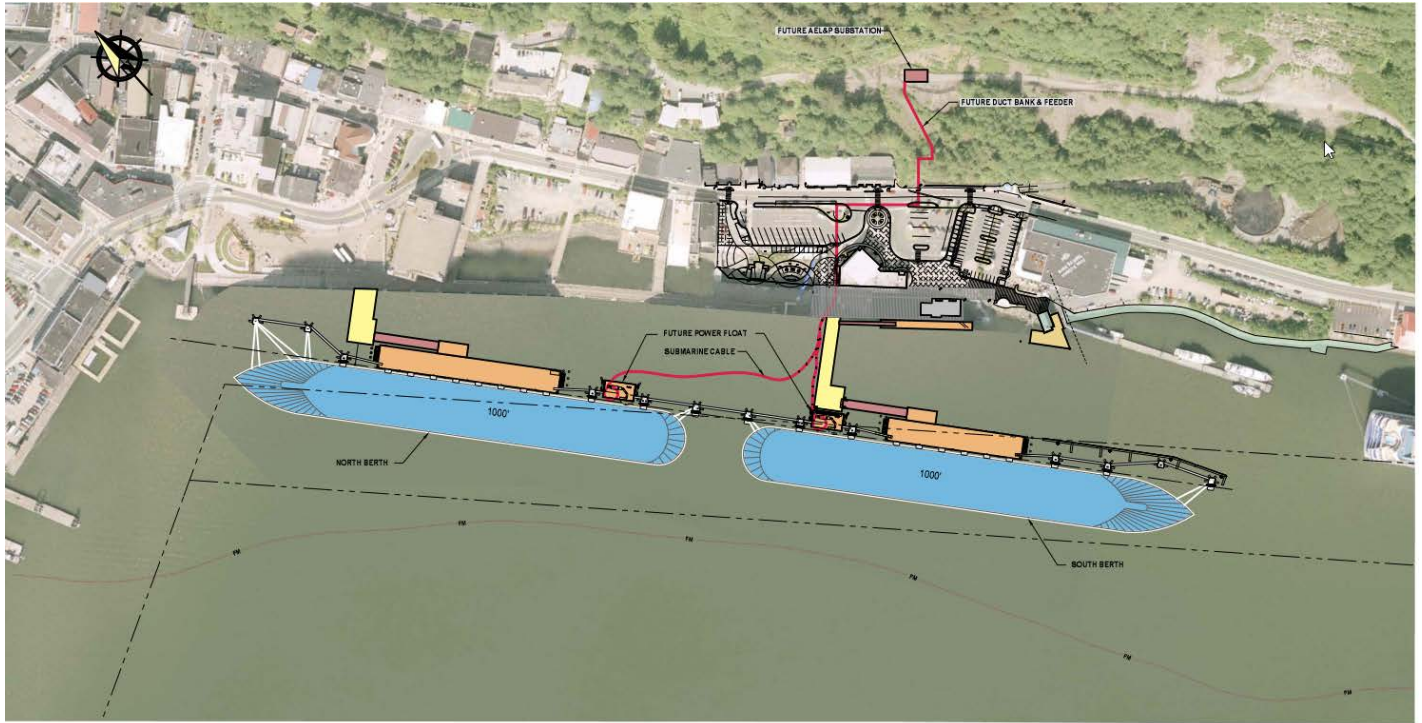
PROPOSER: _____

SCORED BY: _____ DATE: _____

	Points Possible	<u>Score</u>
4.3.1. Proposed Method to Accomplish the Work	0 – 30	_____
4.3.2. Capacity of Firm	0 – 20	_____
4.3.3. Past Record of Performance		
a. Monitors and maintains project schedules.	0 – 10	_____
b. Establishes overall project success through close coordination with all parties.	0 – 10	_____
c. Controls construction budgets, maintaining best interests of Owner.	0 – 10	_____
d. Delivers high quality services within established budgets.	0 – 10	_____
e. Ability of firm to secure federal, state, and local permits	0 - 10	_____
4.3.4. Firm's Experience with Similar Projects	0 – 20	_____
4.3.5. Firm's Representation		
a. Schedule of availability of personnel.	0 – 20	_____
b. Scale of involvement is appropriate to the project.	0 – 20	_____
4.3.6. Proposer's Organization and Personnel Qualifications	0 – 20	_____
4.3.7. Quality of Proposal		
a. Is proposal clear and concise?	0 – 10	_____
b. Is proposal responsive to the needs of the projects?	0 – 10	_____
	Subtotal (Max 200)	_____
The Port Director will assign points for criterion 4.3.9. below.		
4.3.8. Juneau Proposer (according to SECTION 7.0).	0 or 10	_____
TOTAL POINTS	(Max 210)	_____
INDIVIDUAL RANKING		_____

Attachment A

Project Area



Alaska Steamship and Cruise Ship Terminal Docks

PORT OF JUNEAU CRUISE SHIP BERTHS SHORETIE POWER STUDY FEASIBILITY STUDY REPORT -2016

<https://beta.juneau.org/harbors/project-archive/entry/46263>

Professional Design Services for
Cruise Ship Dock Electrification Study
DH20-037

Attachment B

Sample CBJ Professional Services Contract



Port of Juneau

155 S. Seward Street • Juneau, AK 99801
(907) 586-0292 Phone • (907) 586-0295 Fax

Professional Design Services Term Contract Contract No. RFP DH19-036 Company Name _____

This Agreement is entered into by and between the City and Borough of Juneau, Alaska ("CBJ"), and _____ whose address is, _____
phone _____, **fax** _____, ("Consultant").

Witnesseth:

Whereas, CBJ desires to engage the Consultant for the purpose of rendering certain Professional Design services, and

Whereas, the Consultant represents that it is in all respects licensed and qualified to perform such services;

Now, Therefore, the parties agree as follows:

1. CONTRACTUAL RELATIONSHIP. The parties intend that an independent Consultant/CBJ relationship will be created by this Contract. CBJ is interested only in the results to be achieved, and the conduct and control of the work will lie solely with the Consultant. Consultant is not considered to be an agent or employee of CBJ for any purpose, and the employees of Consultant are not entitled to any benefits that CBJ provides for CBJ's employees. It is understood that the CBJ does not agree to use the Consultant exclusively. It is further understood that the Consultant is free to contract for similar services to be performed for others while it is under contract with CBJ.

2. SCOPE OF SERVICE. The Consultant shall validate small cruise ship forecast market trends; evaluate opportunities for infrastructure investment; and, develop cost estimates and options through schematic design in producing a document to guide D&H for the next decade. The work may be phased to accommodate a time-line dependent upon available funding. Upon receipt of the final deliverable, D&H may elect to amend the scope of services to include planning, permitting through final design and construction documents of specific elements including Bidding, Construction Administration, Inspection, and other related services.

The scope of services is anticipated to include but not limited to the following milestones/deliverables:

- Confirmation of electrical plans established in the 2016 *Shore Tie Power Feasibility Study Report*.
- Detailed engineering analysis of cruise ship vessels' shore-side power connections.
- Cost estimates to construct electrical infrastructure required to power the

- Alaska Steamship and/or Cruise Ship Terminal Docks.
- Consultation with the design team of the Sub-Port Lot.
- Development of conceptual drawings, up to 35% Design efforts, of electrical infrastructure necessary to deliver power to Alaska Steamship and/or Cruise Ship Terminal Docks.
- Consult with the electric utility to understand potential impacts of electrification to one or more cruise ship docks to Juneau rate payers.
-
- Coordinate with the electric utility to evaluate and recommend a rate structure D&H could charge a VLCS utilizing a shore connection while in port if D&H is the electric customer.

The product of the Consultant's work will be phased and managed as specific milestones/deliverables are achieved. Future design elements, bidding assistance, construction administration, and inspection services may be amended to the contract if desired by the Port Director as result of final deliverables.

3. PERSONNEL, EQUIPMENT, SUPPLIES, AND LICENSES.

- (A) Except as noted in the Project Agreement, the Consultant represents that it has or will secure at its own expense all personnel, equipment, and supplies required in performing the services under this Contract.
- (B) All of the services required hereunder will be performed by the Consultant or under its supervision.
- (C) None of the work or services covered by this Contract shall be subcontracted without prior written approval of CBJ.
- (D) Consultant warrants that it is fully licensed under all applicable local, state, and federal laws to perform the services to be provided hereunder.

4. TIME OF PERFORMANCE. The services of the Consultant are to commence as soon as the Notice to Proceed has been received. It is anticipated and desired by D&H to receive the final deliverable within 9 months of Notice to Proceed.

5. COMPENSATION. Fees would be negotiated and result in a lump sum and/or a not-to-exceed time and materials contract. The contract fees will be based on the proposed billing rates for the life of the contract, unless adjustments are approved in writing by CBJ.

6. REPORTING. The CBJ's representative for this Contract shall be Carl Uchtyl, the Port Director. CBJ shall not be liable for Consultant's expenses incurred in reliance on directions received from any other municipal officer or employee. The Consultant's representative shall be _____. Reliance by CBJ on representations by any other person shall be at CBJ's own risk.

7. TERMINATION OF CONTRACT FOR CAUSE. If, through any cause, except causes beyond the control of the Consultant, the Consultant shall fail to fulfill in a timely and proper manner its obligations under this Contract; or if the Consultant shall violate any of the covenants, agreements, or stipulations of this Contract, the City shall have the right to terminate this Contract by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least ten days before the effective date of such termination. In that event, all finished or unfinished documents, or other data, in whatever form, prepared by the Consultant under this Contract shall, at

the option of CBJ, become its property, and the Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and materials, not to exceed the Contract amount.

8. TERMINATION FOR CONVENIENCE OF CITY. CBJ may terminate this Contract at any time by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least thirty days before the effective day of such termination. In that event, all finished or unfinished documents and other materials as described in paragraph 7 above shall, at the option of the CBJ become its property, and the Consultant will be paid an amount not to exceed the sum set forth in each Project Agreement for work satisfactorily completed on or before the date of termination, less payments of compensation previously made.

9. CHANGES. The CBJ may, from time to time, require changes in the scope of services to be performed under this Contract. Such changes, including any increase or decrease in the amount of the Consultant's compensation, must be mutually agreed upon in writing before they will be regarded as part of this Contract.

10. EQUAL EMPLOYMENT OPPORTUNITY. The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.

11. CONFLICTS OF INTEREST. Consultant agrees that no employee of CBJ who has exercised or will exercise any authority over the specifications, procurement, supervision or payment for this Contract, and no member of the employee's immediate family, has had or will have any direct or indirect financial interest in this Contract. If the Consultant learns of any such interest, the Consultant shall without delay inform the CBJ Attorney or one of the officers specified in Paragraph 6.

12. ETHICS. Consultant shall discharge its duties fairly, impartially and maintain a standard of conduct that competently serves the CBJ and the interests of the CBJ. Consultant shall at all times exercise unbiased judgement when performing its duties under this contract.

13. PUBLIC RELATIONS. Consultant shall issue press releases, respond to press inquiries, make public speeches, appear on broadcast media or otherwise engage in public relations regarding the project only with the specific approval of the CBJ Port Director.

14. ELECTED OFFICIALS. The Consultant shall respond to project-related inquiries from elected officials by providing impartial, factual information, but shall not initiate contact or attempt to persuade an elected official to agree with any viewpoint or to take any official action. The Consultant will promptly notify the Port Director of any request by an elected official for project-related information.

15. ASSIGNABILITY. The Consultant shall not assign any interest in this Contract and shall not transfer any interest in the same without the prior written consent of the CBJ; however, claims for money due or to become due to the Consultant from the CBJ under this Contract may be assigned to a bank, trust company, or other financial institution without approval. Notice of any such assignment or transfer shall be furnished promptly to the CBJ.

16. FINDINGS CONFIDENTIAL. Any information given to or prepared by the Consultant under this Contract which the CBJ requests to be kept as confidential shall not be made available to any individual or organization by the Consultant without the prior written approval of the CBJ.

17. IDENTIFICATION OF DOCUMENTS. All reports, maps, and other documents completed as a part of this Contract, other than documents exclusively for internal use within the CBJ, shall carry a

CBJ notation or logo as directed by CBJ.

18. PUBLICATION, REPRODUCTION, AND USE OF MATERIALS. No services, information, computer program elements, reports or other deliverables which may have a potential patent or copyright value produced in whole or in part under this Contract shall be subject to copyright in the United States or any other country.

If a copyright applies by law to the work produced under this Contract, that copyright will either be signed over to CBJ or CBJ will be given unrestricted license to the copyright. CBJ shall have unrestricted license to publish, disclose, distribute, and otherwise use, in whole or in part, any reports, data, or other materials prepared under this Contract. If this Contract includes architectural and/or engineering design services, any use of the design features or details produced under this Contract on other CBJ facilities will be at the CBJ's risk.

19. RECORDS. During performance and after termination of this Contract, each party shall make available to the other party for inspection and copying, all records, whether external or internal, having any relevance to this Contract.

20. INSURANCE REQUIREMENTS. Consultant has secured and agrees to keep and maintain in full force and effect, at its own expense, the insurance approved by CBJ Risk Management as outlined in Appendix C. At least 30 days prior to the cancellation, non-renewal or reduction in the amount of coverage, Consultant shall provide written notice to CBJ Risk Management. The Consultant's insurance shall be primary and any insurance maintained by the CBJ shall be non-contributory. If the Consultant maintains higher limits than shown below, the CBJ shall be entitled to coverage for the higher limits maintained by the Consultant.

a. Deductibles and Self-Insured Retentions. Any deductibles and self-insured retentions must be declared to and approved by the CBJ. The CBJ may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration and defense expenses within the retention.

b. Claims-Made Policies. If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be declared and must be before the date of the contract or the beginning of the contract work.
2. Insurance must be maintained and evidence of insurance must be provided **for at least one (1) year after completion of the contract work.**

If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with the Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of one (1) year after completion of the contract work.

21. INDEMNIFICATION. The Consultant agrees to defend, indemnify, and hold harmless CBJ, its employees, volunteers, consultants, and insurers, with respect to any action, claim, or lawsuit arising out of or related to the Consultant's performance of this contract, without limitation as to the amount of fees, and without limitation as to any damages, cost or expense resulting from settlement, judgment, or verdict, and includes the award of any attorneys' fees even if in excess of Alaska Civil Rule 82. This indemnification agreement applies to the fullest extent permitted by law and is in full force and effect whenever and wherever any action, claim, or lawsuit is initiated, filed, or otherwise brought against CBJ relating to this contract. The obligations of Consultant arise immediately upon actual or constructive notice of any action, claim, or lawsuit. CBJ shall notify Consultant in a timely manner of the need for indemnification, but such notice is not a condition precedent to Consultant's obligations and is waived where the Consultant has actual

notice.

22. CONSTRUCTION; INTEGRATION. All parties participated in the drafting of this Contract, and the Contract should not be construed in favor of or against any party. This Contract contains the entire agreement between the parties; there are no other promises, terms, conditions, or obligations other than those contained herein; and this Contract shall supersede all previous communications, representations or agreements, either oral or written, between the parties.

23. CHOICE OF LAW; JURISDICTION. This Contract shall be governed by the law of the State of Alaska. Jurisdiction shall be in the State of Alaska, First Judicial District.

24. SUCCESSORS. This Contract shall be binding upon the successors and assigns of the parties.

25. PRECEDENCE OF DOCUMENTS. In the event of a conflict between the provisions of this document and its appendices, the order of precedence shall be: this document, the Project Agreement, and any appendices in alphabetical order.

26. RESPONSIVENESS. Consultant will be contacted by the Port Director to inquire of the Consultant's interest in the project. Consultant agrees to respond in writing to any request for services within two (2) working days after being contacted by the Port Director. Consultants who fail to respond within this time frame may be considered non-responsive.

In Witness Whereof the parties have affixed their signatures the date first above set out:

CITY AND BOROUGH OF JUNEAU

Carl Uchtyl, P.E. Date
Port Director

Company Name

Representative Date

APPENDIX A: INSURANCE REQUIREMENTS
Professional Design Services Term Contract
Contract No. RFP DH19-036

INSURANCE REQUIREMENTS. The Consultant has provided certification of proper insurance coverage, including certificate(s) of insurance and amendatory endorsements or copies of the applicable policy language affecting coverage required in this agreement, to the City and Borough of Juneau, attached as Attachment_____. Failure of CBJ to demand such certificate or other evidence of full compliance with these insurance requirements or failure of CBJ to identify a deficiency from evidence that is provided shall not be construed as a waiver of the obligation of the Consultant to maintain the insurance required by this contract.

Consultant agrees to maintain insurance as follows at all times while this contract is in effect, including during any periods of renewal.

Commercial General Liability Insurance. The Consultant must maintain Commercial General Liability Insurance in an amount it deems reasonably sufficient to cover any suit that may be brought against the Consultant. This amount must be at least \$1,000,000 per occurrence, and \$2,000,000 aggregate. **This insurance policy is to contain, or be endorsed to contain, additional insured status for the CBJ, its officers, officials, employees, and volunteers.** If Additional insured status is provided in the form of an endorsement to the Consultant's insurance, the endorsement shall be at least as broad as ISO Form CG 20 10 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used).

Workers Compensation Insurance. If required by Alaska Statute (see Alaska Statute 23.30), the Consultant must maintain Workers Compensation Insurance to protect the Consultant from any claims or damages for any bodily or personal injury or death which may arise from services performed under this contract. This requirement applies to the Consultant's firm, the Consultant's subconsultants and assignees, and anyone directly or indirectly employed to perform work under this contract. The Consultant must notify the City as well as the State Division of Workers Compensation immediately when changes in the Consultant's business operation affect the Consultant's insurance status. Statutory limits apply to Workers Compensation Insurance. The policy must include employer's liability coverage of \$100,000 per injury and illness, and \$500,000 policy limits. Consultant also agrees to provide evidence of Longshore and Harbor Worker's Insurance and Jones Act coverage if applicable to the work required. **If the Consultant is exempt from Alaska Statutory Requirements, the Consultant must provide written confirmation of this status in order for the CBJ to waive this requirement.**

Comprehensive Automobile Liability Insurance. The coverage shall include all owned, hired, and non-owned vehicles \$1,000,000 combined single limit coverage.

Professional Liability. The Consultant must maintain Professional Liability insurance in an amount not less than one million dollars (\$1,000,000) aggregate to protect the CBJ from any claims or damages for any error, omission, or negligent act of the Consultant, the Consultant's firm, employees, or sub-consultants, which results in a financial loss to the CBJ.

APPENDIX B: COMPENSATION
Professional Design Services Term Contract
Contract No. RFP DH19-036

Hourly Rates

Hourly rates shall remain the same for the life of this contract including all amendments, unless the Consultant requests a rate increase.

Hourly rates are attached to this contract.

Method of Payment

Monthly Payable within 30 days of receipt of an invoice and progress report stating the amount of services completed.

Consultant Invoice Requirements

- Itemized invoices must be submitted that indicate the services performed.
- Invoices for this contract must be submitted separately from invoices for services performed under any other contract(s).

Compensation Based on Time and Materials

If compensation is based on time and materials, the following shall apply:

Compensation shall be computed based on the hourly billing rates, approved by the CBJ Port Director, times the actual number of hours spent in the performance of services. The hourly billing rate for each employee is the amount to be paid to the Consultant, and is full compensation for all salary, benefits, taxes, overhead and profit. There shall be no additional compensation for overtime, weekend, or holiday work.

Compensation for subconsultants shall be equal to the amounts actually paid to sub-consultants hereunder plus a negotiated mark-up percentage.

Compensation for expenses shall be an amount equal to reimbursable expenses approved in advance by the CBJ Port Director, necessary and reasonably incurred and actually paid by the Consultant in the performance of the services hereunder. No markup allowance is allowed. Reimbursable expenses are expenses that are unique to the performance of the services under the Contract and generally contemplate the purchase of outside ancillary services, such as mailing and delivery charges for submittal of drawings, specifications and reports, long distance telephone calls, rentals of equipment, travel and local transportation, meals and lodging on overnight trips.

Reimbursable expenses do not include expenses that are usually and customarily included as part of the Consultant's overhead. For the purposes of this Agreement reimbursable expenses do not include amounts for, utilization of computer systems, computer aided design and drafting (CADD), cameras, recording or measuring devices, flashlights and other small, portable equipment, safety supplies, phones, telephone calls, electronic messaging including FAX, Telex and telegrams, or expendable office supplies. Unless otherwise indicated, required insurance is not a reimbursable expense.

The Consultant shall obtain the CBJ Port Director's written approval prior to making expenditures for reimbursable expenses in excess of \$500 per specific expenditure and for all overnight trips which are reimbursable expenditures as set forth above. The Consultant shall substantiate all billings for reimbursable expenses in excess of \$25 with receipted bills and provide said receipts with the appropriate billing.

The Consultant shall keep, and cause any sub-consultants to keep, daily records of the time spent in the performance of services hereunder by all persons whose billing rates will be the basis for compensation as well as records and receipts of reimbursable expenditures hereunder. Failure to do so shall be a conclusive waiver of any right to compensation for such services or expenses as are otherwise compensable hereunder.

The CBJ shall have the right to inspect all records of the Consultant, and of any sub-consultants, pertaining to this project. Records shall be maintained by the Consultant and sub-consultants for a period of three years after completion of services.

When travel is necessary as part of the professional design services to be provided, the following shall be followed:

- ◆ Airline tickets should be purchased at the 14 day advanced purchase price. The CBJ will not pay for First Class travel. Any deviation shall be approved in writing in advance by the CBJ Port Director.
- ◆ Per diem meal allowance shall be: \$60.00 (\$12.00 for breakfast, \$16.00 for lunch and \$32.00 for dinner).
- ◆ The Consultant shall stay at the hotel with a daily rate not to exceed \$125.00.
- ◆ Travel agent fees, tips, alcohol or bar tabs shall not be paid by the CBJ.
- ◆ Car rental, parking, and taxi fees shall be reasonable and not excessive. This reimbursement is for services in Juneau only. Parking fees, etc. outside of Juneau will not be reimbursed.