



Finance Department, Purchasing Division

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RFP No. 23-181 Off-Street Parking Access and Revenue Collection System (PARCS) and Administration

Issued By: Shelly Klawonn, **Issue Date:** 2/7/2023 **Deadline:** March 1, 2023 prior to 2:00 p.m., AK Time

Pre-Proposal Meeting & Site Visit: A non-mandatory pre-proposal meeting will be held **Feb 15, 2023 at 10:00 a.m.** via teleconference. To attend, call 907-713-2140 Participation ID Code 258358. Vendors interested in submitting proposals should email CBJ Purchasing at purchasing@juneau.org a minimum of twenty-four (24) hours prior to the scheduled meeting to provide notice of participation and submit any questions. Site visits will be offered on an appointment basis. Vendors interested in conducting a site visit will need to submit a request via email to purchasing@juneau.org.

Contact & Questions: CBJ Purchasing Division of Finance is the sole point of contact for all matters pertaining to this solicitation. No oral interpretations will be made. Submit any interpretation requests in writing, noting issuing buyer, solicitation number and title, via email to purchasing@juneau.org or the Public Purchase "Ask Questions" link or Fax to (907) 586-4561. *Request must be received a minimum of seven (7) business days prior to the solicitation deadline.*

Submission Instructions: Timely responses are accepted via Electronic Submission* at Public Purchase www.publicpurchase.com the CBJ's eProcurement Provider. **Late responses will not be accepted. To respond complete the free, easy, and quick online registration.** *Tips: Registration is a two-step process; Use the 'Help' Menu Tab [Public Purchase](#), Register early - Registration may take up to 24-hours to complete.*

Consultants who successfully register may submit a response by doing the following:

- Complete online acknowledgements of the Terms & Conditions (ATTACHMENT A), Insurance Requirements (ATTACHMENT B) and the City and Borough of Juneau Standard Contract *Sample* (ATTACHMENT C). Consultants must acknowledge, or acknowledge with exceptions. Proposers who note *Exceptions may not qualify for award.*
- Upload their PDF RFP Response as specified.

Intent: The City and Borough of Juneau (City of CBJ) Parks & Recreation department (P&R) is seeking proposals from qualified and experienced parking management companies (Vendors) to manage off-street parking facilities in downtown Juneau. Vendors will be required to furnish, install, operate, maintain, and manage a comprehensive, state-of-the-art computerized Parking Access and Revenue Collection System (PARCS). It is imperative that Vendors demonstrate a proven track record of providing excellent customer service and an outstanding user experience. The CBJ seeks to implement a state-of-the-art solution that will improve efficiency, enhance customer satisfaction, and eliminate problems posed by current systems.

GENERAL INFORMATION

- 1. Juneau Information:** Juneau is located in the Panhandle of Southeast Alaska, 900 air miles north of Seattle and 600 air miles southeast of Anchorage. The current population of Juneau is approximately 31,000. The economy is based on government, tourism, mining, and fishing. CBJ employs approximately 1,700 employees across our municipality. Our responsibilities include a hospital, ski resort, public pools, an airport, many recreational harbors and cruise ship docks, hundreds of miles of recreational trails, water and wastewater treatment plants, fire and police departments, a fleet of public transportation and service vehicles, administrative services and infrastructure support services. In addition to our permanent population of 31,000, over a million visitors come each year to spend time in this community. For more information on Juneau, visit CBJ's Website at: <https://juneau.org/manager/visitor-information>

2. **CBJ Funding:** The Downtown Parking Management Fund is a special revenue fund that pays for the operation and maintenance of off-street parking facilities in downtown Juneau. Revenues are generated by permit sales, hourly (pay-to-park) parking revenue, and citations. In FY22, maintenance and operating costs totaled approximately \$405,000 which includes utilities, insurance, facility maintenance, and custodial services. This excludes the cost of contract parking enforcement, because the CBJ desires a system that does not rely on enforcement.
3. **Contract Term:** The initial contract period will be from *Date of Award* through June 30, 2024, with the option to renew for four (4) additional one-year periods, with a final expiration date of June 30, 2028. Renewals or extensions will be by mutual written agreement and will coincide with the CBJ's fiscal year (July1-June 30).
4. **Contract Administration & Compliance:** In an effort to maintain the expected level of services and ensure that the Vendor is fulfilling all duties and reporting requirements, CBJ will assign George Schaaf, Parks and Recreation Department Director or other designee as Contract Administrator for this project.
5. **Review of General Terms & Conditions, Insurance & Contract:** Attached to this RFP are documents required for this project (ATTACHMENTS A, B & C). Vendors should carefully review all these attachments. Awarded Vendor is expected to comply with these requirements.
6. **Award:** Following the posting of evaluations and scoring, the successful Proposer will be required to accept the CBJ's contract. If needed, any changes to the scope, schedule, or compensation as lined out in the RFP document may be discussed, and must be mutually agreed upon. Changes will be documented in the Contract. Note: Any agreed upon adjustments cannot have an effect on the ranking of proposals. If agreement cannot be reached, with the apparent best Proposer, the CBJ will discontinue the discussion and the next highest ranked Proposer will be offered the project. Upon receipt of a fully executed contract, the CBJ will issue a purchase order that will serve as the notice to proceed.

PROJECT INFORMATION

7. **Current Information:** The Parks & Recreation Department is responsible for managing municipal parking facilities per CBJ code (CBJ 03.10.040). These facilities include two (2) parking structures and three (3) surface lots. These facilities provide a total of six hundred thirty-eight (638) parking spaces, including standard spaces, ADA spaces, motorcycle parking, spaces for oversized vehicles, and EV charging stations. These facilities also provide a mix of hourly and permitted parking. The Department's Facility Maintenance Division maintains the facilities and manages contracts for snow removal and custodial services. Parking enforcement and security are currently provided by a contractor.

Table 1: Parking Facility Payment Configurations

Parking Structures	Surface Lots
<p><u>Downtown Transit Center (DTC) – 209 Total</u> 201 Permit Spaces (Standard) 6 Permit Spaces (ADA) 1 Hourly Space (Level III EV Charger) 1 Reserved for CBJ Public Works</p> <p><u>Marine Park Garage (MPG) – 316 Total</u> 253 Permit Spaces (Standard) 7 Permit Spaces (ADA) 6 Permit Spaces (Motorcycle) 4 Permit Spaces (Oversized Vehicles) 18 Hourly Spaces (Standard) 4 Hourly Spaces (ADA) 2 Hourly Spaces (Level II EV Charger) 21 CBJ Library Spaces (Standard) 1 CBJ Library Space (ADA)</p>	<p><u>Shoppers Lot – 27 Total</u> 21 Hourly Spaces (Standard) 2 Hourly Spaces (ADA) 3 Reserved for CBJ Police 1 Reserved for CBJ Transit</p> <p><u>North Franklin Street Lot – 24 Total</u> 23 Hourly Spaces (Standard) 1 Hourly Space (ADA)</p> <p><u>Whittier Street Lot – 62 Total</u> 49 Hourly/Permit Spaces (Standard) 1 Hourly/Permit Space (ADA) 12 Reserved for CBJ Zach Gordon Youth Center</p>

The Department currently collects payment for hourly parking using mechanical cashboxes. Monthly and annual permits are offered for the Marine Park Garage (MPG), Downtown Transit Center (DTC), and the Whittier Street Lot. All permits must be purchased in person at City Hall, where customers are required to sign a parking agreement and receive a laminated placard that must be hung from their vehicle's rear view mirror. Permits currently are not available for purchase online or from remote locations.

A private security contractor conducts hourly patrols through each facility, verifying permits, counting empty spaces, and issuing citations for violations. Citation appeals are adjudicated by the Deputy City Manager during regular hearings each month. None of the CBJ's parking facilities are equipped with a PARCS at this time. On-street parking is not managed by the Department and is not included in this RFP. However, the CBJ is interested in selecting a Vendor that has the capacity to manage on-street parking in the future, as well as off-street parking. All on-street parking is currently free and limited to a maximum of two hours.

During the summer tourist season, the MPG is frequently at capacity and a waitlist is required to manage excess demand. During the winter legislative session, the DTC is frequently at capacity and a waitlist is required to manage excess demand. Surface lots are often full during weekends and special events.

The current approach to off-street parking management presents a number of problems that CBJ intends to correct or improve:

- Hourly parking is cash only, the system does not accept credit cards and mechanical cash boxes cannot make change.
- Customers cannot complete transactions online or by phone. All parking permits must be purchased in person at City Hall.
- Merchants and CBJ offices (including the Downtown Library) are unable to validate parking for customers.
- CBJ Library patrons receive free parking at the MPG, but must register their license plate at the Circulation Desk. Parking enforcement officers manually verify compliance through a process that is labor-intensive, prone to errors, and is easily abused by people who are not Library patrons.
- Enforcement of permit parking by visual inspection of laminated placards is extremely labor intensive and prone to errors, requiring a contractor to visually check permit placards and expiration dates on over 400 vehicles every hour throughout the day.
- Enforcement of hourly parking is labor intensive. Payments deposited in mechanical cash boxes are verified by a contractor throughout the day. Two (2) CBJ employees are required to collect money from the cash boxes each business day, requiring over five hundred (500) hours of staff time annually.
- Contracts for parking enforcement are very costly, representing the largest single expenditure in the Downtown Parking Management Fund.
- Cashboxes are prone to mechanical failure and vandalism.
- Managing occupancy, oversell ratios, and waitlists is extremely challenging. Parking occupancy data is collected by a contractor using paper forms, which CBJ staff enter into spreadsheets. Delays in receiving data result in long customer waitlists and unnecessary restrictions on available parking.
- Administration of parking permits, revenues, and citations consume an increasingly large amount of staff time, which negatively impacts other services provided by the Parks & Recreation Department.
- The current process is complicated and relies on enforcement through citations and fines, resulting in high costs and a poor customer experience.

8. **CBJ-Sponsored Parking:** The CBJ provides parking in the MPG for CBJ employees who work downtown. The cost of employee parking is paid by CBJ and is the same as the public rate, but excludes 5% sales tax.

The CBJ provides free parking for patrons of the Downtown Library, which is located on the fifth floor of the Marine Parking Garage.

The CBJ provides sixty (60) parking spaces in the DTC at no charge to the State of Alaska when the Alaska State Legislature is in session (typically mid-January through mid-May).

Currently the CBJ allows “free parking” in the garages after 4:30 P.M. weekdays and all day on the weekends because parking enforcement is not provided during these times.

9. **Parking Rates:** Rates and fees for parking are established by the City Manager pursuant to CBJ 03.05.050. The City intends to retain sole authority to set rules and regulations regarding use of municipal parking facilities, including fees, charges, fines, conditions of use, and hours of operation. Current parking rates (below) are scheduled to increase approximately 10% per year through at least FY2026.

Table 2: Current Parking Rates

Downtown Transit Center		Hourly Parking (All)	
7-Day Permit	\$20.00	Hourly	\$0.75 per hour
Monthly Permit	\$70.00	Daily	\$5.00 per day
Annual Permit	\$770.00		
Marine Parking Garage			
7-Day Permit	\$20.00		
Monthly Permit	\$70.00		
Annual Permit	\$770.00		

10. **Revenues from Parking:** Historic gross revenue is shown in the following table. Note that the Downtown Transit Center (DTC) opened in the middle of FY11. Revenue from hourly (pay-to-park) lots is included in the following figures, and is not tracked separately from other revenues. **Revenues in FY21 were severely impacted by the COVID-19 pandemic.**

Fees for monthly and annual permits are scheduled to increase 10% per year through FY26. Based on this increase, annual revenues are projected to increase to approximately \$610,000 by FY26.

Table 3: Gross Receipts for Off Street Parking FY2011 - 21.

Fiscal Year	MPG	DTC	Total
2011	\$221,371	\$25,094	\$246,465
2012	\$100,910	\$173,669	\$274,579
2013	\$109,769	\$181,807	\$291,576
2014	\$166,220	\$171,832	\$338,052
2015	\$122,750	\$194,074	\$316,824
2016	\$110,395	\$153,323	\$263,718
2017	\$161,884	\$152,721	\$314,605
2018	\$213,204	\$248,354	\$461,558
2019	\$197,161	\$199,168	\$396,329
2020	\$173,299	\$190,109	\$363,408
2021	\$106,278	\$88,077	\$194,355
2022	\$171,672	\$244,810	\$416,482

11. **Sales Tax (CBJ Code 69.05):** Sales tax is assessed during both transaction periods: when money is collected from the parking customer (Permit Sales Tax) and when the monthly remittance to the City is paid (Concession Sales Tax).

- a. Permit Sales Tax: Permit prices are approved by the City Manager and do not include CBJ Sales Tax. The Concessionaire shall collect CBJ Sales Tax due and remit these taxes to the CBJ Parks and Recreation office.

12. **Scope of Work:** The CBJ seeks to maximize utilization of off-street parking facilities in order to support the parking needs of downtown businesses, employers, and the general public. CBJ also seeks to maximize the recovery of costs associated with downtown parking. The CBJ is looking for Vendors to provide the following services and equipment.

a. Parking Access and Revenue Collection System (PARCS). Vendor will furnish, install, operate, and maintain an electronic Parking Access and Revenue Collection System (PARCS) at the municipal parking facilities identified in Table 1. CBJ prefers a solution that relies on customer-friendly processes and systems that encourage compliance, rather than enforcement.

- 1) The PARCS supplied for both MPG and DTC will include automated vehicle lanes at all exits and entrances. Possible solutions may include Radio Frequency Identification (RFID) tags, automated license plate recognition, bar codes, pay-on-foot kiosks, or other solutions. *Pay-in-lane systems and staffed cashier booths will **not** be considered.*
- 2) The PARCS supplied for MPG must accommodate all of the following scenarios at a single entry/exit:
 - (2.a) Daily/weekly/monthly/annual permit parking.
 - (2.b) Free validation for library patrons and other customers.
 - (2.c) Pay-to-park spaces using pay-on-foot (POF) stations.
- 3) The PARCS supplied for DTC may be limited to monthly/annual permit parking only; hourly parking is not offered at this facility.
- 4) The PARCS supplied for DTC must control vehicle access at three points (Transit Center, Main Street, and Telephone Hill).
- 5) Surface lots may include automated vehicle lanes, pay-by-space, pay-by-plate, or another solution proposed by the Vendor and approved by CBJ. For solutions that require on-site enforcement, the Vendor must provide a plan for enforcement, including costs.
- 6) Pay stations must accept credit/debit cards. The City is interested in one or more locations retaining the ability to accept coins and paper currency, Proposers will discuss current industry standards, pros and cons, and make recommendations regarding the acceptance of hard currency.
- 7) A mobile payment system compatible with iOS and Android must be included in the proposal. CBJ prefers a user-friendly system for mobile payments that is widely used in the United States (e.g. SpotHero, ParkMobile, PayByPhone, etc.). All technical and customer support for the mobile payment system will be provided by the vendor.
- 8) A process for parking validation that is accessible to CBJ offices and downtown merchants.
- 9) In the future, the parking management system may expand to include on street parking management. Proposers will show experience and examples of on street parking management systems they have implemented and are currently managing that may be effective in Juneau.
- 10) All user interface systems shall be ADA compliant.

PARCS solution will include all of the following features and capabilities:

- 1) Daily, weekly, monthly, and annual permitting.
- 2) Lost ticket processing (24 hours a day).
- 3) Credit and debit card acceptance.
- 4) Discussion on options for cash acceptance (coins and bills) at one or more locations.
- 5) Ability for customers to purchase monthly/annual permits online and in-person at City Hall.
- 6) Ability to offer automatic renewal of monthly and annual permits.
- 7) Ability to actively monitor and manage parking space inventory and waitlists according to industry best practices (i.e. "85% Rule").
- 8) Ability to validate parking for customers.
- 9) All necessary equipment, including any servers, software, signage, markings, decals, tags, cameras, and traffic control devices, as well as installation and maintenance of all components for the duration of the contract.
- 10) Maintenance tools for on- and off-site programming.
- 11) Ability for customers to contact Vendor 24 hours a day for remote resolution of problems.
- 12) Internet connectivity and speed that allows for immediate customer interaction and payment.

The City does not intend to implement a system that uses cashiers or pay-in-lane systems.

b. Parking Management. The Vendor will be responsible for monitoring facility utilization and managing inventory using a data-driven approach and industry best practices, including the "85% Rule." Decisions about whether to increase or decrease the number of permits sold each month will be made in

consultation with the CBJ's Contract Administrator or designee. The number of permits sold for each facility must consider seasonal demand driven by the tourism industry (Summer) and legislature (Winter).

- c. **On-Street Parking.** While on-street parking management is not within the scope of this RFP, the City is interested in selecting a vendor that is able to offer reliable, user-friendly solutions to manage on-street parking, in addition to off-street parking.

13. Reporting Requirements. The following reporting requirements [or functional requirements] will be required in the performance of this contract and in achieving the City's project objectives:

- a. Vendor will immediately report any system or equipment failures to the CBJ Contract Administrator, as well as an estimated time to correct the problem. If a system or equipment failure occurs outside normal business hours, Vendor will report the problem by 9 a.m. Alaska Time the next business day.
- b. By the 25th of each month (or next business day), Vendor will provide a detailed report of the previous month's activity detailing gross revenues, hourly parking utilization for each facility, validations by type, and invoicing for monthly services provided. CBJ may request the Vendor to supply detailed reporting to verify any statements issued.

14. Provisions. CBJ will continue to provide building maintenance as needed. CBJ will be responsible for maintaining the facilities, including parking surfaces and surface painting.

a. CBJ Responsibilities:

- 1) Allow connection to building electrical systems for PARCS equipment, including gates and pay stations. The cost of electricity may be calculated and included in the payments due to the City.
- 2) Provide access to buildings, electrical system and property necessary to install required equipment, subject to approval by CBJ.
- 3) Allow integration with CBJ website(s).
- 4) Continue to maintain the facilities, including conditions of use, security, custodial services, utilities, building maintenance, maintenance of parking surfaces, and surface painting.
- 5) Internet access may be allowed via CBJ network, based on review of proposed system.

b. Vendor Responsibilities:

- 1) Provide all services, work, equipment, software, and consumable supplies required to install, maintain and operate the PARCS.
- 2) Perform all preventive maintenance required for the system's equipment.
- 3) Perform all emergency or unscheduled maintenance and repair of equipment, including any damage incurred.
- 4) Furnish all necessary parts and replacement equipment.
- 5) Provide and maintain all software licensing fees, updates, internet access (if not provided by CBJ), wireless communications costs, and other Information Technology (IT) support for the system.
- 6) Provide 24/7 live support for customers and CBJ staff.
- 7) Integrate the system with CBJ website(s).
- 8) Provide all necessary training and training materials for CBJ staff, including in-person or virtual training, if requested.
- 9) Provide content and tools for public education in use of the system.
- 10) Develop construction drawings for installation of equipment on CBJ property.
- 11) Submit building permits and other authorizations necessary for installation of equipment in CBJ facilities. Vendor may not begin installation until CBJ approves installation plan and drawings and all permits are in hand.

15. Information Provided By CBJ: Drawings of the two (2) parking garages and photos of the City's off-street parking facilities are attached (EXHIBIT 1). Detailed revenue and expenditure reports are available upon request.

16. Deliverables & Deadlines: The following deliverables and schedules will be required in the performance of this contract and in achieving the City's project objectives:

- a. Within 30 days of award, Vendor will provide a detailed list of equipment and software proposed for approval.
- b. Within 60 days of award, Vendor will provide design drawings and installation plan for all equipment and electrical connections on CBJ property for approval.
- c. Within 120 days of award and upon approval of selected equipment and software, Vendor will complete installation of the PARCS system at each of the CBJ facilities included in this RFP.
- d. Within 120 days of award, the Vendor will provide a comprehensive plan for public education and training for CBJ staff.
- e. Within 180 days of award, the PARCS system will go live.

17. Contract Performance: The Vendor is expected to provide courteous and prompt service at all levels of the contract. Random review of Vendor performance and compliance will be done by the City. Documentation of the Performance Review findings will be shared with the Vendor in a mutually agreed upon format.

18. Payments & Statements: An 'Initial' payment structure based on negotiated prices will be in effect from date of award through June 30, 2024, with a requested "go live" date of 180 days after notice to proceed (purchase order) is issued. All terms will be made based on the negotiated contract and will continue to coincide with the City's fiscal year (July 1 through June 30). CBJ is requesting reporting statements and payment be received by the 25th of each month for the previous months activity.

EVALUATION CRITERIA & PROPOSAL CONTENT

19. Evaluation Criteria: To determine the most advantageous proposal for the CBJ, an evaluation committee will review, evaluate, score and rank proposals in accordance with criteria and categories identified below and as stated in the Proposal Evaluation Form. Clarification of submitted material may be requested during the evaluation process. Interviews or demonstrations may be requested by telephone or on-line with top ranked Proposers and will be conducted at the discretion of the evaluation committee. If interviews or demonstrations are requested, finalists will be notified of any interview requirements.

20. Submittal, Title Page & Letter of Transmittal: Proposals are to be prepared in such a way as to provide a concise delineation of the Vendor's capabilities to satisfy the requirements of this RFP. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements or scope of work and on completeness. The clarity of content should be identified by a table of contents that includes page numbers and follows a defined sequence for deliverables as requested in the RFP. ***The page limit for this RFP is 25 pages and excludes CV's or resumes, copies of required business or professional licenses, and professional references.***

Include a Transmittal Letter that is less than two pages and includes all the following:

- a. The RFP number and title.
- b. Proposer's name (legal name of entity).
- c. Complete mailing address.
- d. Telephone number(s) and Fax number(s).
- e. Email addresses for all parties involved in the project.
- f. Web site address (if available).
- g. Briefly describe your understanding of project and summarize qualifications and capabilities to meet RFP requirements. Identify any challenges associated with implementing the work.
- h. Identify person(s) authorized to represent the company during contract negotiations and the term of the contract. Include their title(s) and contact information.
- i. Acknowledge receipt of any addenda issued for this RFP.
- j. Provide notice that you qualify as a "Juneau Proposer".
- k. The transmittal letter must be signed by the person who has authority to bind the company. The name and title of the individual signing the proposal must be clearly shown immediately below the signature.

21. Understanding & Methodology: (Weight 25%) Provide a comprehensive narrative that illustrates your understanding of the purpose of the scope, objectives and requirements of the project, including the project schedule and deliverables. Identify any challenges associated with implementing the work. Describe the

methodology you intend to practice and demonstrate how it will serve to accomplish the scope of work and provide required services. Discuss any operational plan, problem solving approaches, techniques, standards or creative methods to be used for getting the job done. Include the proposed project schedule and time line, identifying any major tasks.

- a. Demonstrate a thorough understanding of the purpose, objectives and scope of work.
- b. Identify and address pertinent issues and potential problems related to the project.
- c. Describe a complete, practical, approach for completing the scope of work and fulfilling the project requirements.
- d. Provide a transition plan and timeline for the proposed project, including major tasks to be performed (i.e. installation of equipment) and how access to facilities will be maintained with minimal disruption.
- e. Proposals must specify the model and manufacturer of all equipment and components to be furnished and installed, as well as the location(s) at each facility (EXHIBIT1).
- f. Provide sample reporting of documentation to support remittance of collected revenue to CBJ.

22. Operations & Management Plan: (Weight 30%) Points will be awarded based on how well your proposal explains the management plan you intend to follow. The plan must demonstrate how you will serve to accomplish the scope of work and meet the needs of CBJ. Include the following as part of your narrative:

- a. Operation of the PARCS 24 hours a day, 7 days a week including details for parking validation.
- b. Procedures for handling customer complaints, such as inability to pay, lost tickets, difficulty accessing facilities, etc.
- c. Provide a plan to regularly solicit and collect feedback from the public in order to measure customer satisfaction and how this information will be reported annually.
- d. Parking space inventory management, permit management, maintenance and repair of all equipment.
- e. Process to ensure that the maximum wait time of vehicles in line to exit does not exceed three (3) minutes.
- f. Repair or replacement of equipment in the event of failure within 72 hours.
- g. Detail your process for enforcement, if required. If the proposed PARCS requires enforcement, then the Vendor will be responsible for all aspects of enforcement, including staff, managing payments, and coordinating appeals. The City prefers a system that controls access, rather than one that relies on enforcement.
- h. Organizational chart specific to personnel assigned to accomplish the work, including any sub-consultants. NOTE: Sub-consultants cannot be added after contract award without the prior, written consent of the Purchasing Division.
- i. Individual responsible for decision-making and accountable for the completion of work (project manager), and the extent to which this individual will be available to the City. Provide his/her level of authority.
- j. Discuss how this project fits into your overall organizational structure and the current work load.
- k. Discuss your management approach to potential contractual disputes.

23. Experience & Qualifications: (Weight 25%) Points will be awarded based on how well your firm provides a comprehensive narrative describing your proposed project team's specialized experience, capabilities, and unique qualifications for the performance of the work. Include the following:

- a. Briefly describe your Company's experience over the past **five (5) years** in parking facility operations and management. Include a description of the approach to the work including staff supervision and training.
- b. Include resumes for each proposer's professional staff to be assigned work in the project including any sub-consultants. The resumes must describe each individual's education, specialized training or certification and experience in the area assigned. The proposal must identify the project manager and key personnel assigned to the project. Identify whether project managers will have decision-making authority and their availability to CBJ via telephone or email during normal business hours;
- c. Briefly describe businesses, management, and similar projects accomplished by the Vendor's personnel that are similar in concept and scope to this operation. Include examples of on street parking management systems that could be appropriate for Juneau. CBJ may desire these services in the future.

- d. Provide at least three (3) professional references that include company name and address, contact name, email address and phone number. References need to provide verification as to the strength, professionalism and capability of your current operation(s). At least one of these references should be a government agency or department.

24. Fee Proposal: (Weight 15%) Points will be awarded based on the total proposed fee over the five (5) year contract term utilizing the formula below. Submit detailed documentation to support your fee proposal. Proposals will include a payment structure based on an annual fee for developing, implementing and managing the off-street parking program. The Vendor will remit all revenue from the parking system to the CBJ and the CBJ will pay the annual fee to the Vendor for the services. Proposers may include escalating or declining fees over the length of the contract to allow for capital costs or anticipated changes in operational costs. Proposer will provide detailed information to justify proposed fees, including separate pricing for each year of the contract. Price scoring is determined by the overall value of the services offered.

The following formula will be used:

$$\text{Points Awarded} = \frac{(\text{Lowest Price Proposal}) \times (\text{Maximum Points for Price})}{\text{Price of This Proposal}}$$

25. Juneau Proposer Preference (JPP): (Weight 5%) of the total evaluation points will be given to any Proposer who submits a statement and demonstrates how they qualify and/or meet the criteria outlined in the City Ordinance 53.50.010 and 53.50.050. (JPP Points are determined by CBJ Purchasing.) You must be qualified as described by the ordinance at the time of submittal of your proposal to receive preference points.

26. Pricing for Added Alternates – Not Scored:

The scope of work provides a list of desired features and characteristics of the requested PARCS. Interested vendors should address the features described in the scope of work, but we also encourage vendors to elaborate on their system’s strengths and tell us about other features considered valuable that might not be included in the scope of work. Describe any add-ons, modules or features your firm recommends and include any additional fees or adjustments that would affect Vendor management fees. The City may choose whether or not any alternates will be awarded. Alternates will not be a factor in award.

27. Evaluation Form:

Evaluator No. _____ Proposer _____			Maximum Score Achievable = 1,000 points
CRITERIA	Weight %	Score (0 – 10*)	Total Points = (Numerical Score X Weight)
Understanding & Methodology	25		
Operations & Management Plan	30		
Experience & Qualifications	25		
Fee Proposal (determined using formula)	15	Determined by Purchasing	
Juneau Proposer Preference	5	Determined by Purchasing	
Rank _____	Grand		
Total			
*Point Guide: Outstanding (10 points)_Adequate to Good (6 to 8 points) Marginally Acceptable (3 or 4 points)_Unacceptable (0 or 1 point)_No scores using numbers 2, 5 or 9			

Marine Parking Garage (MPG) Entrance/Exit



Outside MPG Entrance/Exit



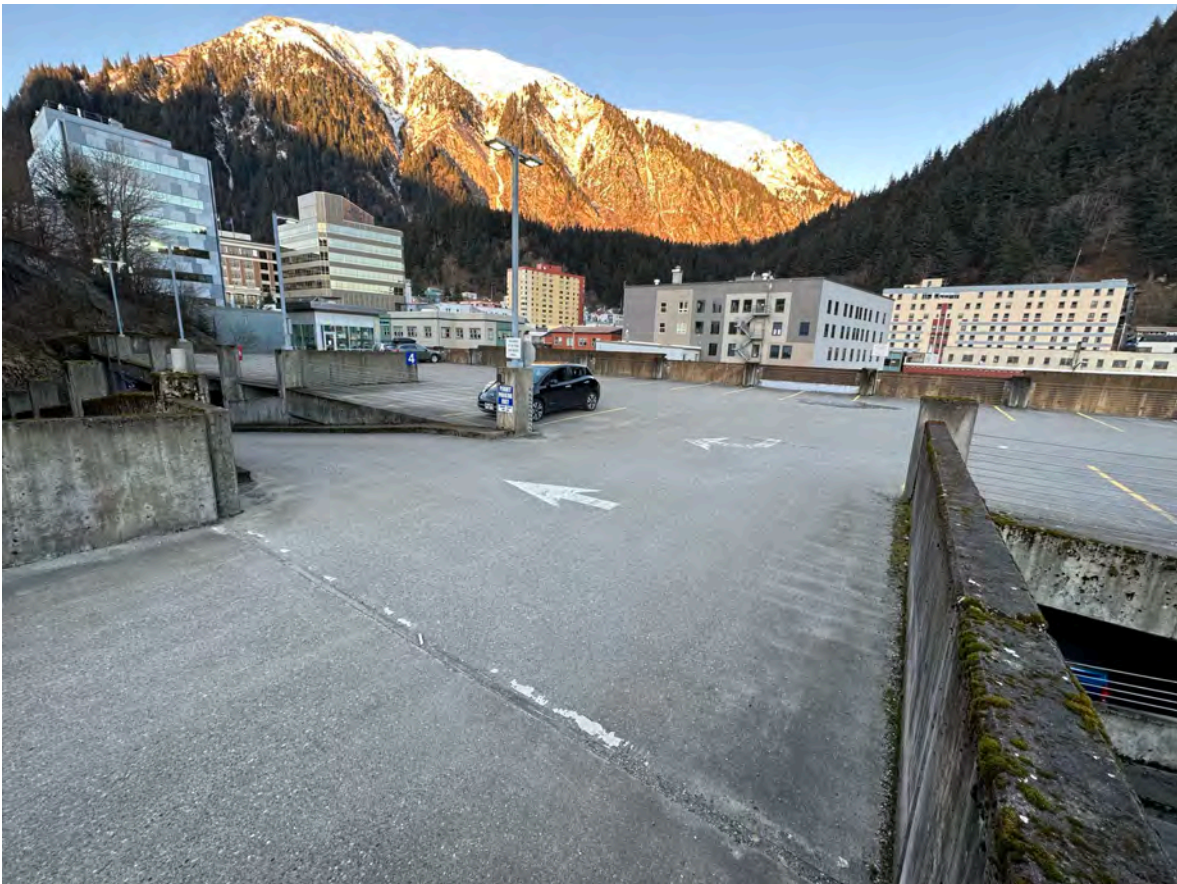
Downtown Transit Center (DTC) Main Entrance



DTC Main Entrance & Shopper's Parking Lot



DTC 4th Floor Entrance/Exit



DTC Side Entrance (Main St.)



DTC Main Entrance/Exit



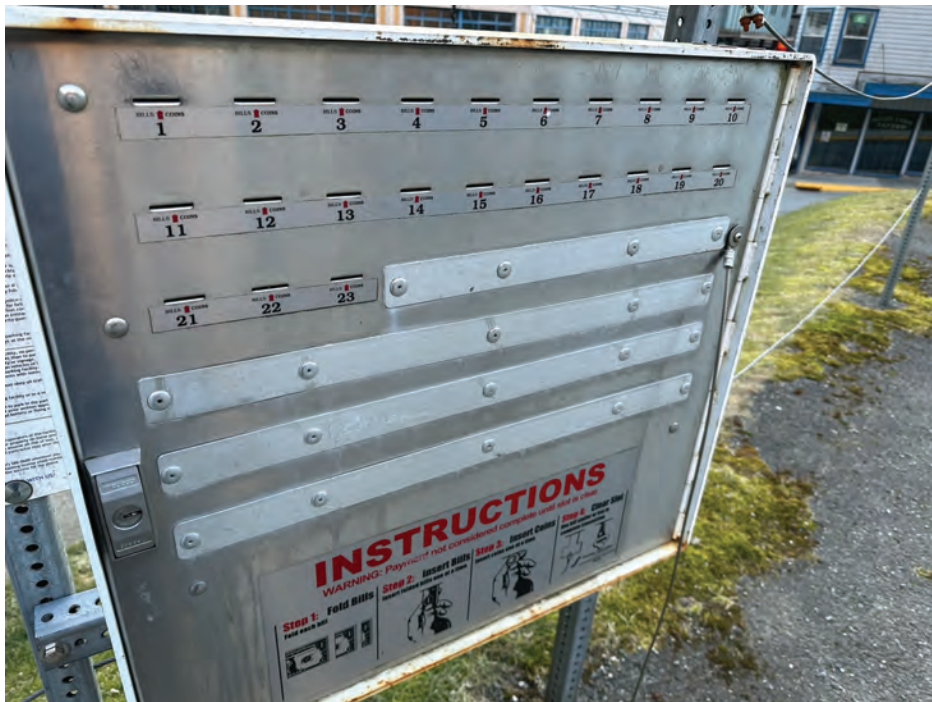
North Franklin Parking Lot



Whittier Street Parking Lot

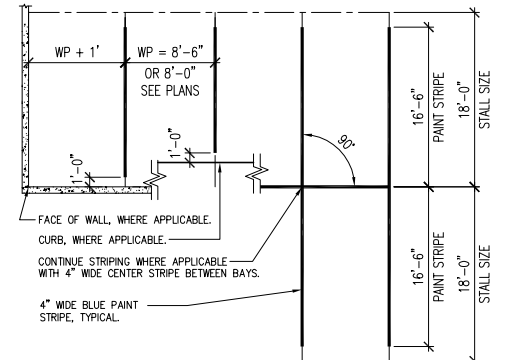


Cash Box

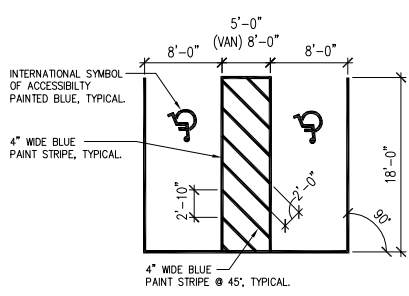


Parking Permit MPG

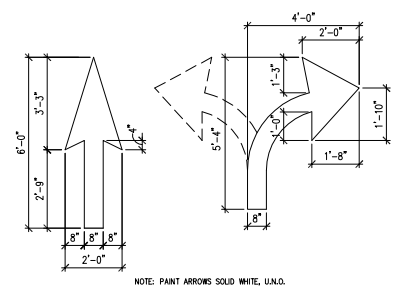




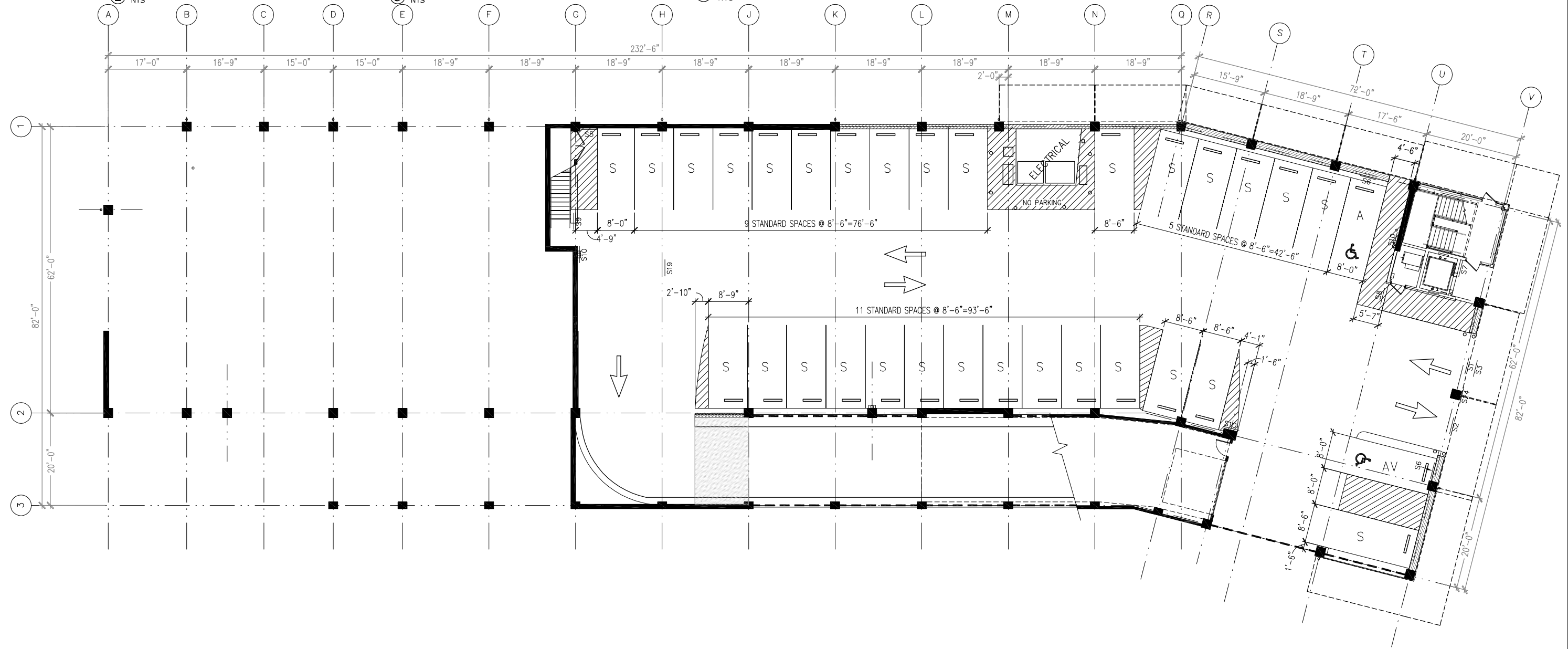
2 90° STRIPING DETAIL
NTS



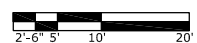
3 90° ACCESSIBLE STALL STRIPING DETAIL
NTS



4 TYPICAL ARROW DETAILS
NTS

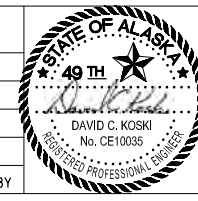


1 LEVEL 1 FLOOR PLAN
3/32" = 1'-0"



P:\33-1443-00-Juneau_Concept_Design\Functional\021609\1443_AP201-AP204.dwg Plot date: Mar 25, 2009-12:47:55pm CAD User: estrada
 Xref: File name: I CA-2 of 2_xref I PLAN.dwg I

STATUS	DATE PRINTED
DATE	REVISIONS



WALKER
 PARKING CONSULTANTS
 135 Main Street
 Suite 1030
 San Francisco, CA 94105
 415.644.0630 Ph
 415.644.0637 Fax

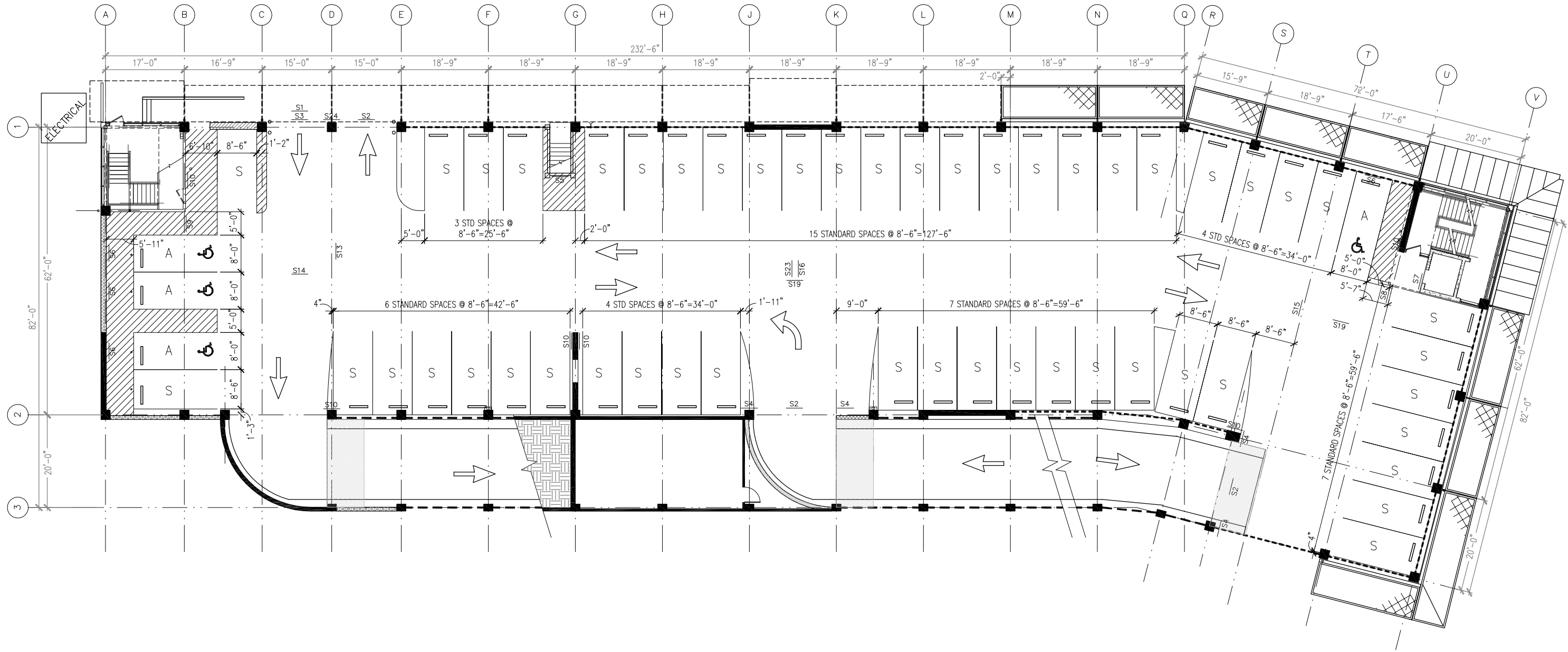
TETRA TECH
 www.tetrattech.com
 DESIGNED BY: KMM
 CHECKED BY: DCK
 DATE: 3/27/09
 230 South Franklin, Suite 212
 Juneau, Alaska 99801
 Phone: 907-586-6400 Fax: 907-463-3677

CITY/BOROUGH OF JUNEAU
 ALASKA'S CAPITAL CITY
ENGINEERING DEPARTMENT

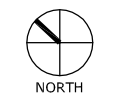
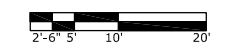
DOWNTOWN TRANSPORTATION CENTER
 Contract No. E09-079

LEVEL 1 STRIPING & SIGNAGE PLAN

SHEET NO. **PG-AP2.01**
 TOTAL SHEETS

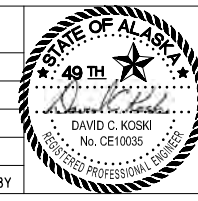


① LEVEL 2 FLOOR PLAN
3/32" = 1'-0"



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 Xref: File name: I CA-2 of 2_xref I PLAN.dwg I

STATUS	DATE PRINTED
DATE	REVISIONS



WALKER
 PARKING CONSULTANTS
 135 Main Street
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 Juneau, Alaska 99801
 Phone: 907-586-6400 Fax: 907-463-3677

DRAWN BY: KMM
 DESIGNED BY: DCK
 CHECKED BY: DCK
 DATE: 3/27/09

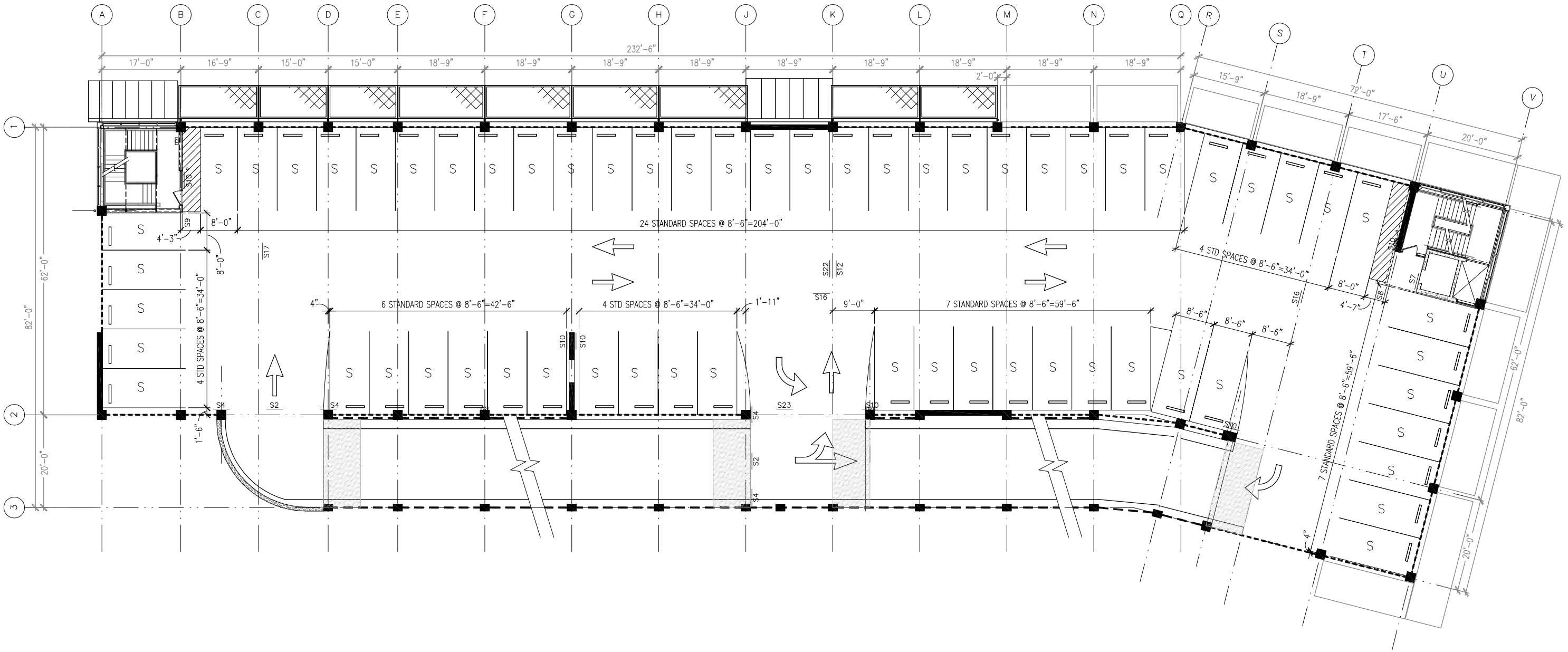

CITY/BOROUGH OF JUNEAU
 ALASKA'S CAPITAL CITY
ENGINEERING DEPARTMENT

DOWNTOWN
TRANSPORTATION
CENTER
 Contract No. E09-079

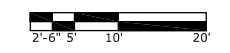
LEVEL 2 STRIPING
& SIGNAGE PLAN

SHEET NO.
PG-AP2.02
 TOTAL SHEETS

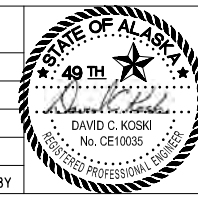
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 Xref: File name: I CA-2_of_2.dwg | PLAN_Pkg |



① LEVEL 3 FLOOR PLAN
 3/32" = 1'-0"



STATUS	DATE PRINTED
DATE	REVISIONS



WALKER
 PARKING CONSULTANTS
 135 Main Street
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 San Francisco, CA 94105
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 www.tetrattech.com
 230 South Franklin, Suite 212
 Juneau, Alaska 99801
 Phone: 907-586-6400 Fax: 907-463-3677

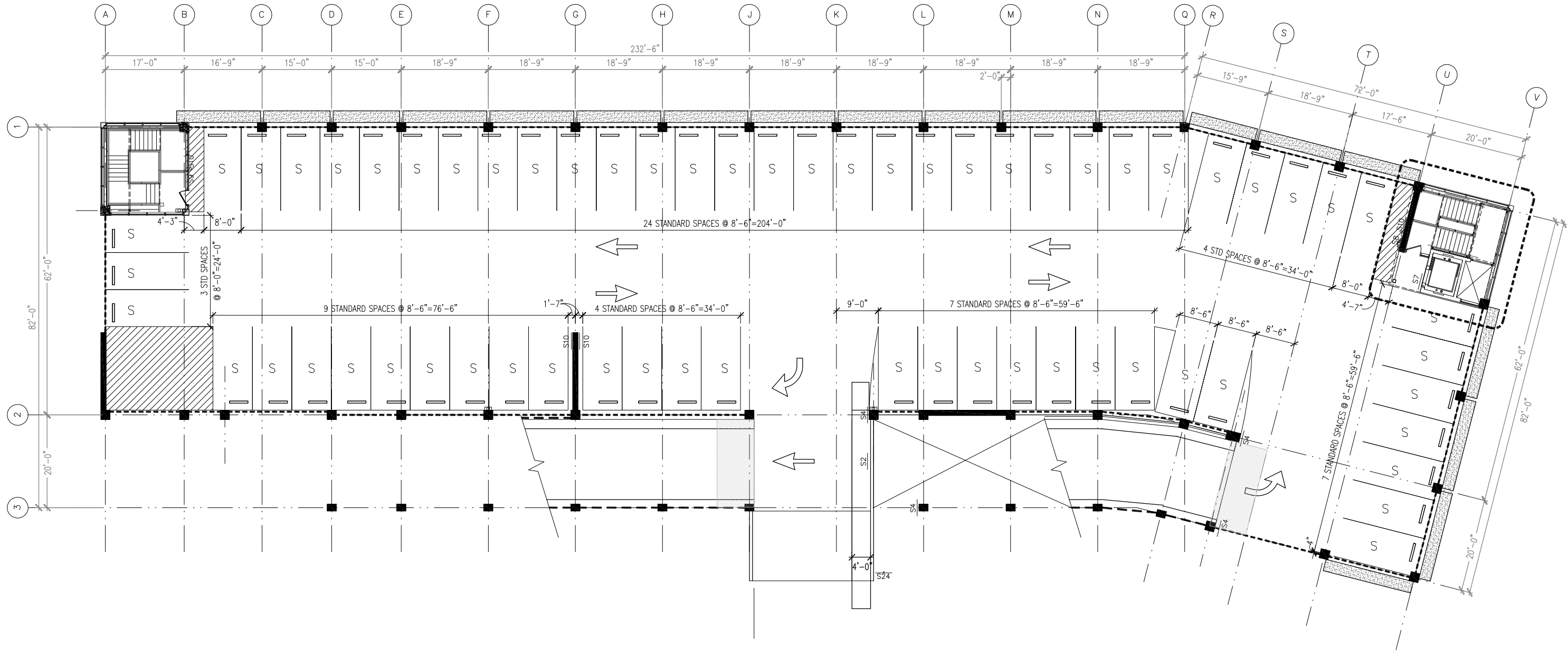
CITY/BOROUGH OF JUNEAU
 ALASKA'S CAPITAL CITY
ENGINEERING DEPARTMENT

DOWNTOWN TRANSPORTATION CENTER
 Contract No. E09-079

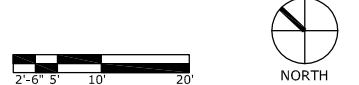
LEVEL 3 STRIPING & SIGNAGE PLAN

SHEET NO.
PG-AP2.03
 TOTAL SHEETS

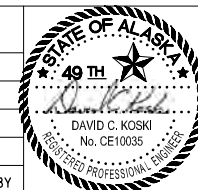
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 Xref: Filemaker: I CA-2 of 2_xref: I PLAN.dwg



① LEVEL 4 FLOOR PLAN
3/32" = 1'-0"



STATUS	DATE PRINTED
DATE	REVISIONS



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 135 Main Street
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 415.644.0637 Fax

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 www.tetrattech.com
 230 South Franklin, Suite 212
 Juneau, Alaska 99801
 Phone: 907-586-6400 Fax: 907-463-3677

CITY/BOROUGH OF JUNEAU
 ALASKA'S CAPITAL CITY
ENGINEERING DEPARTMENT

DOWNTOWN
TRANSPORTATION
CENTER
 Contract No. E09-079

LEVEL 4 STRIPING
& SIGNAGE PLAN

SHEET NO.
PG-AP2.04
 TOTAL SHEETS

SIGN SCHEDULE

Sign Mark	Size		Signface Text / Message	Sign Type	Detail No.	Back'nd Color	Text		Mounting	Remarks
	W	L					Ht.	Color		
S1	1'-0"	8'-0"	Entrance	V	D5	Brown	7"	White	Wall	
S2	1'-0"	8'-0"	Do Not Enter	V	D5	Brown	7"	White	Wall	
S3	10'-0"	10'-0"	8'-2" Clearance 8'-2"	V	A1	White	6"	Black	Det. A1	
S4	2'-6"	2'-6"	Do Not Enter	R	R5-1	Red/White		Black	Wall/Post	
S5	1'-6"	1'-6"	No Parking	R	C4	White		Black	Wall/Post	
S6	1'-6"	1'-6"		R	D2	Blue		White	Wall/Post	
S7	5"	8"	In Case of Fire...	VR	D3	White		Black	Wall	
S8	1'-0"	6'-0"	Elevator / Stair	PP	D4	Blue	6"	White	Beam/Pendant	
S9	1'-0"	4'-0"	Stair	PP	D5	Blue	6"	White	Beam/Pendant	
S10	2'-0"	2'-0"	LEVEL X	PS	C3	Blue		White	Wall/Column	
S11	3'-0"	3'-0"	STOP	R	R1-1	Red		White	Post	
S12	1'-0"	4'-0"	← Park	V	D5	Brown	6"	White	Beam/Pendant	
S13	1'-0"	8'-0"	← Park / EXIT →	V	D5	Brown	6"	White	Beam/Pendant	
S14	1'-0"	8'-0"	← EXIT / Park →	V	D5	Brown	6"	White	Beam/Pendant	
S15	1'-0"	4'-0"	↻ Park ↻ / No Right Turn	V	D5	Brown	6"	White	Beam/Pendant	
S16	1'-0"	8'-0"	↻ Park ↻ / EXIT ↻	V	D5	Brown	6"	White	Beam/Pendant	
S17	1'-0"	8'-0"	↻ No Left Turn / ↻ EXIT ↻	V	D5	Brown	6"	White	Beam/Pendant	
S18	1'-0"	8'-0"	← EXIT / Park →	V	D5	Brown	6"	White	Beam/Pendant	
S19	1'-0"	8'-0"	← Park / EXIT ←	V	D5	Brown	6"	White	Beam/Pendant	
S20	1'-0"	8'-0"	(Not Used)	V	D5	Brown	6"	White	Beam/Pendant	
S21	1'-0"	4'-0"	(Not Used)	V	D5	Brown	6"	White	Beam/Pendant	
S22	1'-0"	8'-0"	↻ EXIT / Park ↻	V	D5	Brown	6"	White	Beam/Pendant	
S23	1'-0"	8'-0"	↻ Park ↻ / No Right Turn	V	D5	Brown	6"	White	Beam/Pendant	
S24	1'-6"	1'-6"	Weight Limit...	V	C2	White		Black	Wall/Post	

Notes: "X" in Sign Message designates Level No. where sign is mounted. See Plans.
 ↻ Designates International Symbol of Accessibility
 Detail No. refers to details and sign descriptions on Dwgs. PG-AP2.05 and PG-AP2.06 UNO.

SIGNAGE GENERAL NOTES

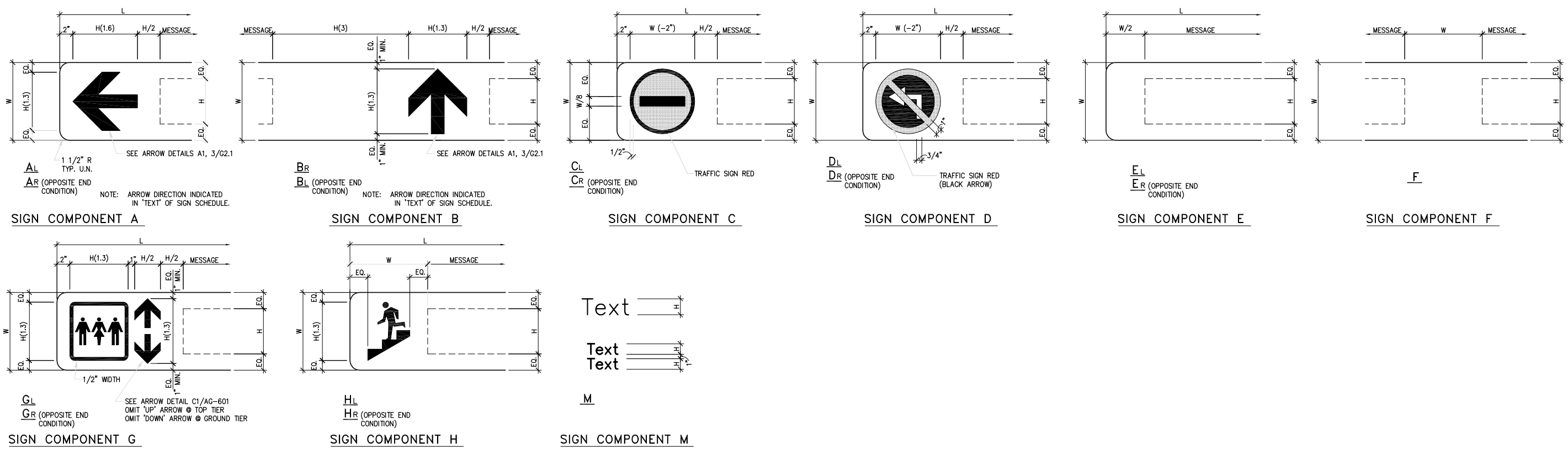
- LETTERFORMS SHALL BE HELVETICA MEDIUM, OF SIZE AS SHOWN ON SIGN SCHEDULE, UNLESS NOTED. UPPER AND LOWER CASE SHALL BE USED ON ALL DIRECTIONAL TRAFFIC AND PEDESTRIAN SIGNS, UNLESS NOTED.
- SIGN CONTRACTOR SHALL REVIEW SIGN LOCATIONS PRIOR TO INSTALLATION WITH ENGINEER TO COORDINATE WITH LIGHTING SYSTEM. SIGN AND LIGHT LOCATIONS PER SPECIFICATIONS.
- SIGNS SHALL BE MOUNTED LEVEL AND PLUMB, UNLESS NOTED.
- WHERE TWO (2) SIGNS ARE MOUNTED BACK TO BACK, SMALLEST L DIMENSION SHALL INCREASE TO MATCH LARGEST L DIMENSION.
- MAXIMUM BOLT INSERT EMBEDMENT LENGTH 1-1/4", UNLESS NOTED.
- DO NOT SCALE DRAWINGS.
- BACKS AND EDGES OF ALL ALUMINUM SIGNS MOUNTED DIRECTLY TO STRUCTURE SHALL BE PAINTED (SIGN BACKGROUND COLOR) TO PREVENT CATHODIC REACTION.
- SEE GRAPHICS PLANS FOR PARKING LAYOUT AND SIGN LOCATIONS.
- ILLUMINATED SIGNS TO BE U.L. LISTED OR APPROVED EQUIVALENT.
- REFLECTIVE GRAPHICS AND COPY COLORS ARE 3M. ALL NON-REFLECTIVE COLORS ARE PANTONE.

FEDERAL SIGNS

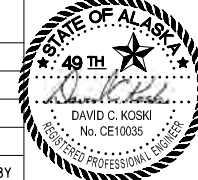



- R1-1 STOP
- R1-2 YIELD
- R3-1 NO RIGHT TURN
- R3-2 NO LEFT TURN
- R5-1 DO NOT ENTER
- R5-1a WRONG WAY
- W17-1 SPEED HUMP
- W11-2 PEDESTRIAN CROSSWALK

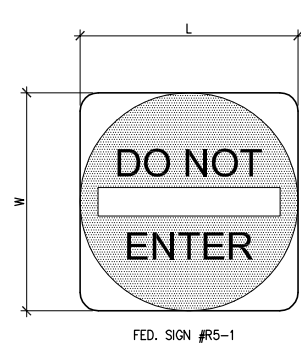
SIGN TYPES LEGEND

MARK	TYPE
V	VEHICULAR (REFLECTIVE)
R	REGULATORY (REFLECTIVE)
PP	PEDESTRIAN PANEL
PS	PEDESTRIAN SUPERGRAPHICS
PVC	PVC CLEARANCE
VR	VANDAL RESISTANT
A	ADA BRAILLED
D	DIMENSIONAL CHARACTERS
SA	SPACE AVAILABILITY
TC	TRAFFIC CONTROL
CM	CHANGEABLE MESSAGE
DM	DYNAMIC MESSAGE
I	INTERNALLY ILLUMINATED
EP	EXTERIOR PANEL

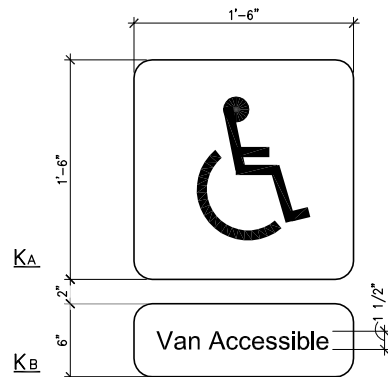


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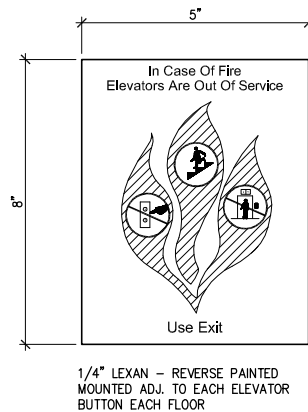
STATUS	DATE PRINTED	 49th DAVID C. KOSKI No. CE10035 REGISTERED PROFESSIONAL ENGINEER	 WALKER PARKING CONSULTANTS 135 Main Street Suite 1030 San Francisco, CA 94105 415.644.0630 Ph 415.644.0637 Fax	 TETRA TECH www.tetrattech.com 230 South Franklin, Suite 212 Juneau, Alaska 99801 Phone: 907-586-6400 Fax: 907-463-3677	 CITY/BOROUGH OF JUNEAU ALASKA'S CAPITAL CITY ENGINEERING DEPARTMENT	DOWNTOWN TRANSPORTATION CENTER Contract No. E09-079	SIGN SCHEDULE AND COMPONENTS	SHEET NO. PG-AP2.05 TOTAL SHEETS
DATE	REVISIONS	BY		DRAWN BY: KMM DESIGNED BY: DCK CHECKED BY: DCK DATE: 3/27/09				



D1 SIGN DETAIL



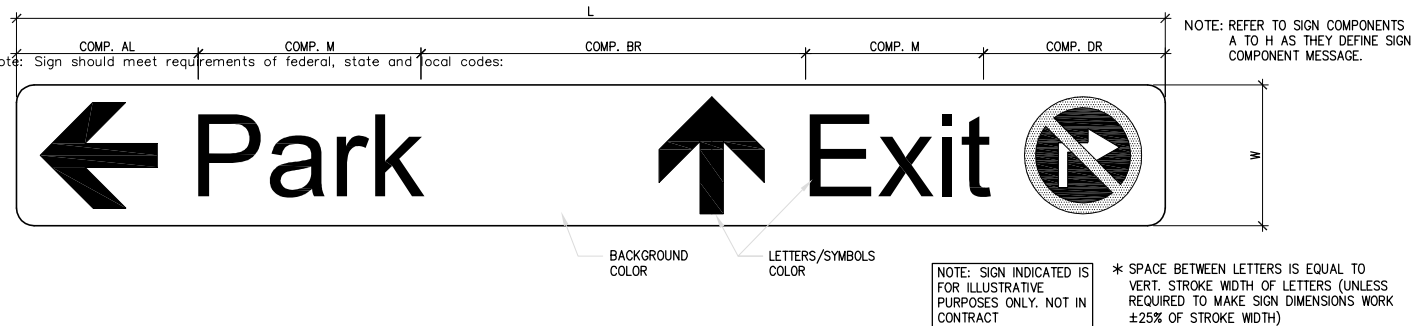
D2 SIGN DETAIL



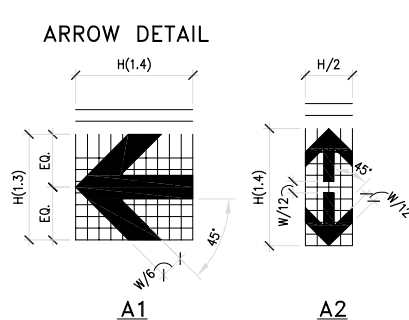
D3 SIGN DETAIL

- LEGEND**
- WHITE
 - BLACK
 - ◌ RED

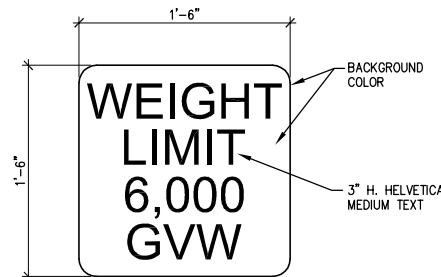
Designer Note: Sign should meet requirements of federal, state and local codes:



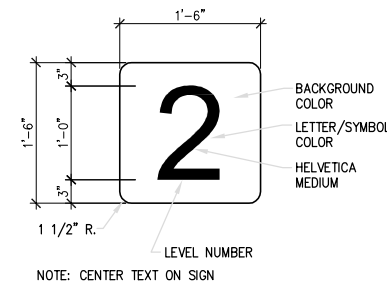
D5 EXAMPLE SIGN



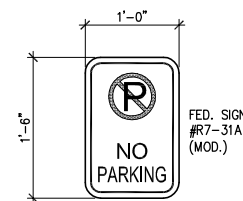
A1 SIGN DETAIL



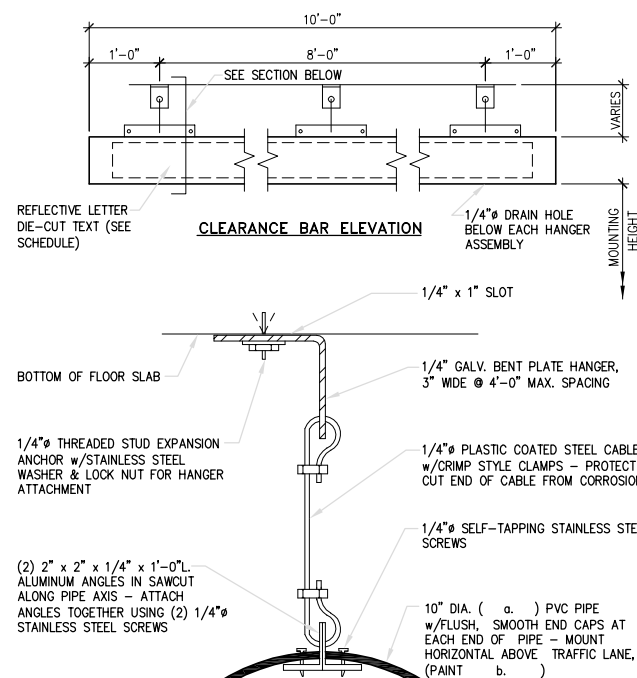
C2 SIGN DETAIL



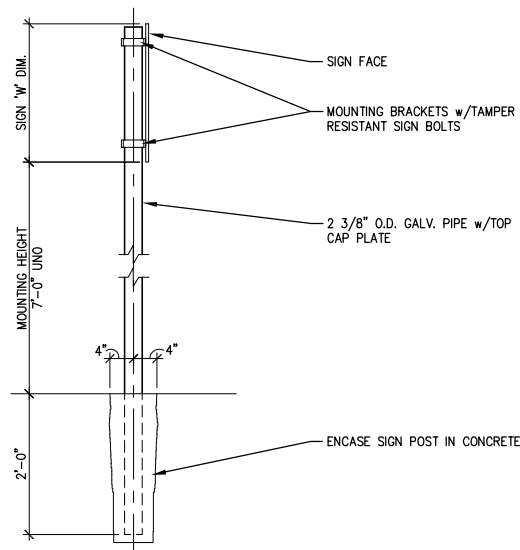
C3 SIGN DETAIL



C4 SIGN DETAIL



A1 SIGN MOUNTING DETAIL

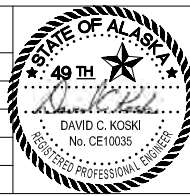


NOTE: SIGN POST TO BE VERTICAL.

A3 SIGN MOUNTING DETAIL

Path: G:\33-1443-00-Juneau_Concept_Design\Functional\021609\1443_AP206.dwg Plot date: Nov. 25, 2009-12:52:08pm CAD User: estrada

STATUS	DATE PRINTED
DATE	REVISIONS



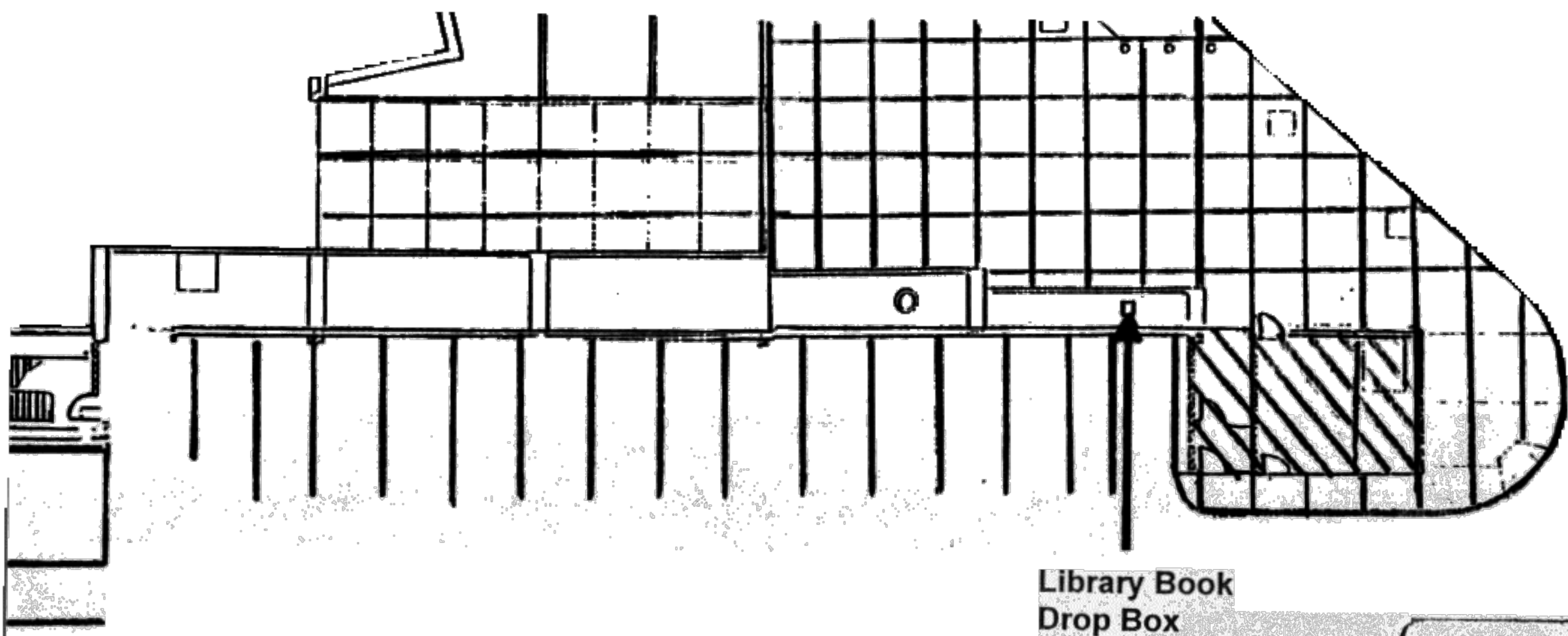
DRAWN BY:	KMM
DESIGNED BY:	DCK
CHECKED BY:	DCK
DATE:	3/27/09



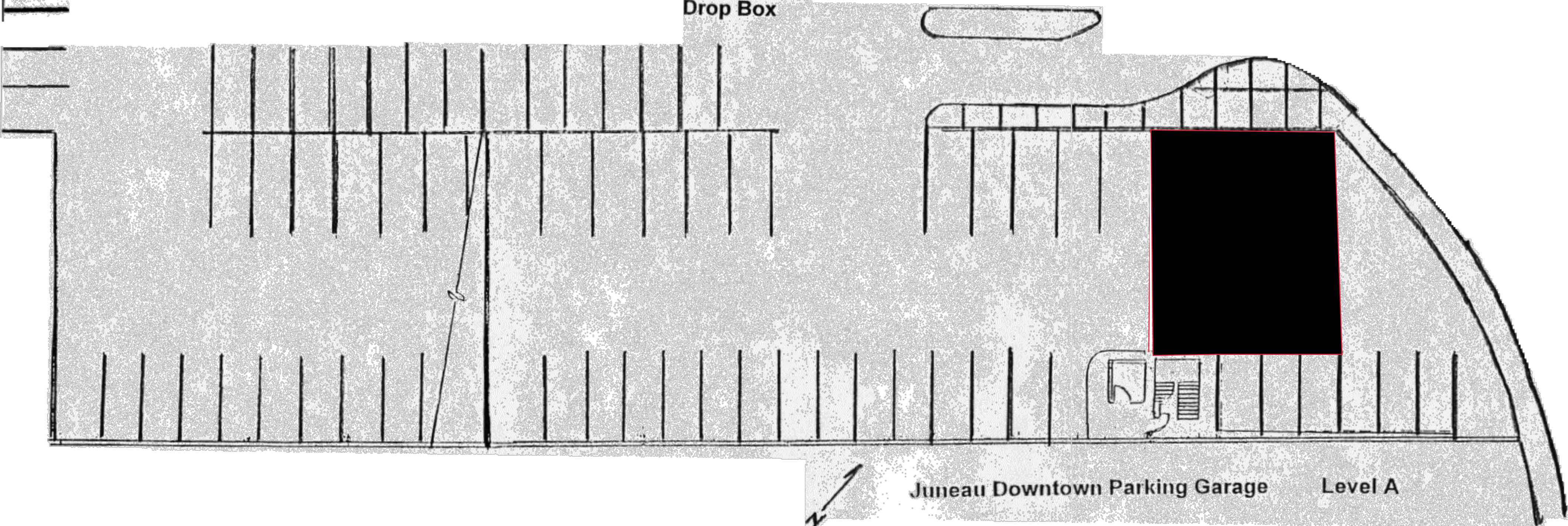
DOWNTOWN TRANSPORTATION CENTER
Contract No. E09-079

SIGN DETAILS

SHEET NO.
PG-AP2.06
TOTAL SHEETS

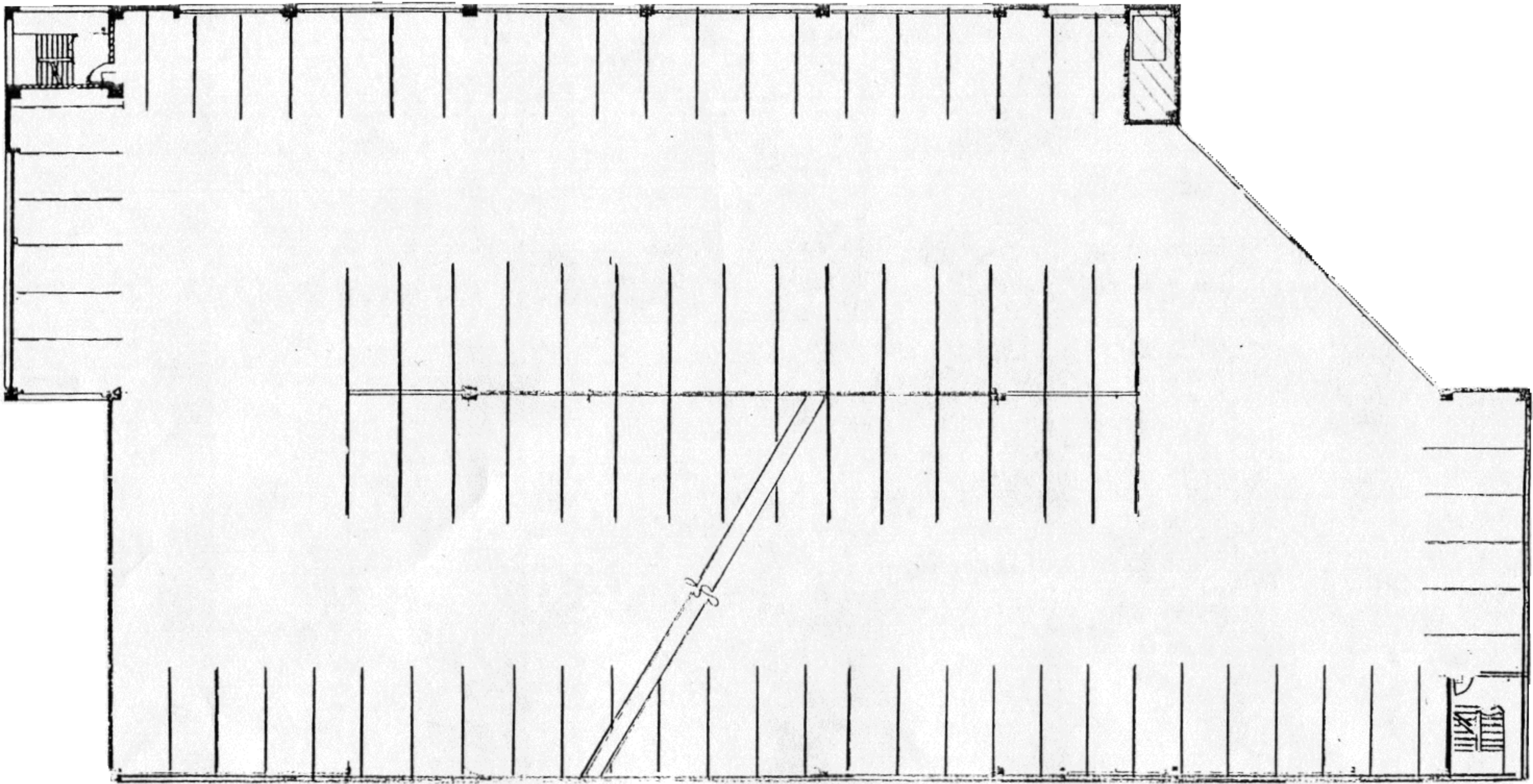


Library Book
Drop Box



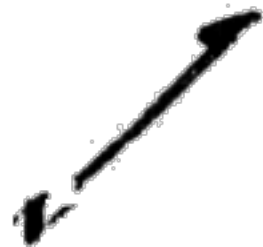
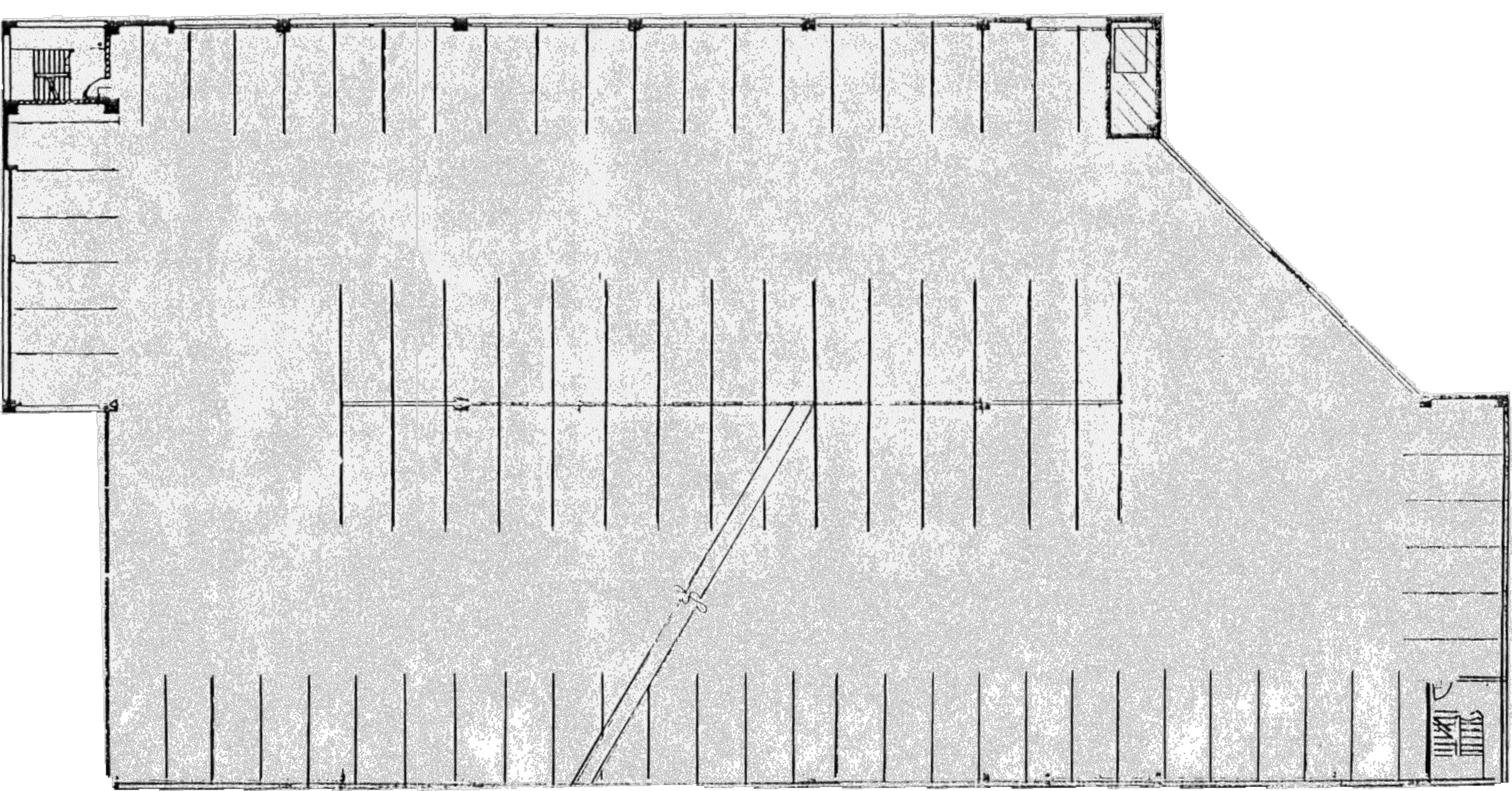
Juneau Downtown Parking Garage

Level A



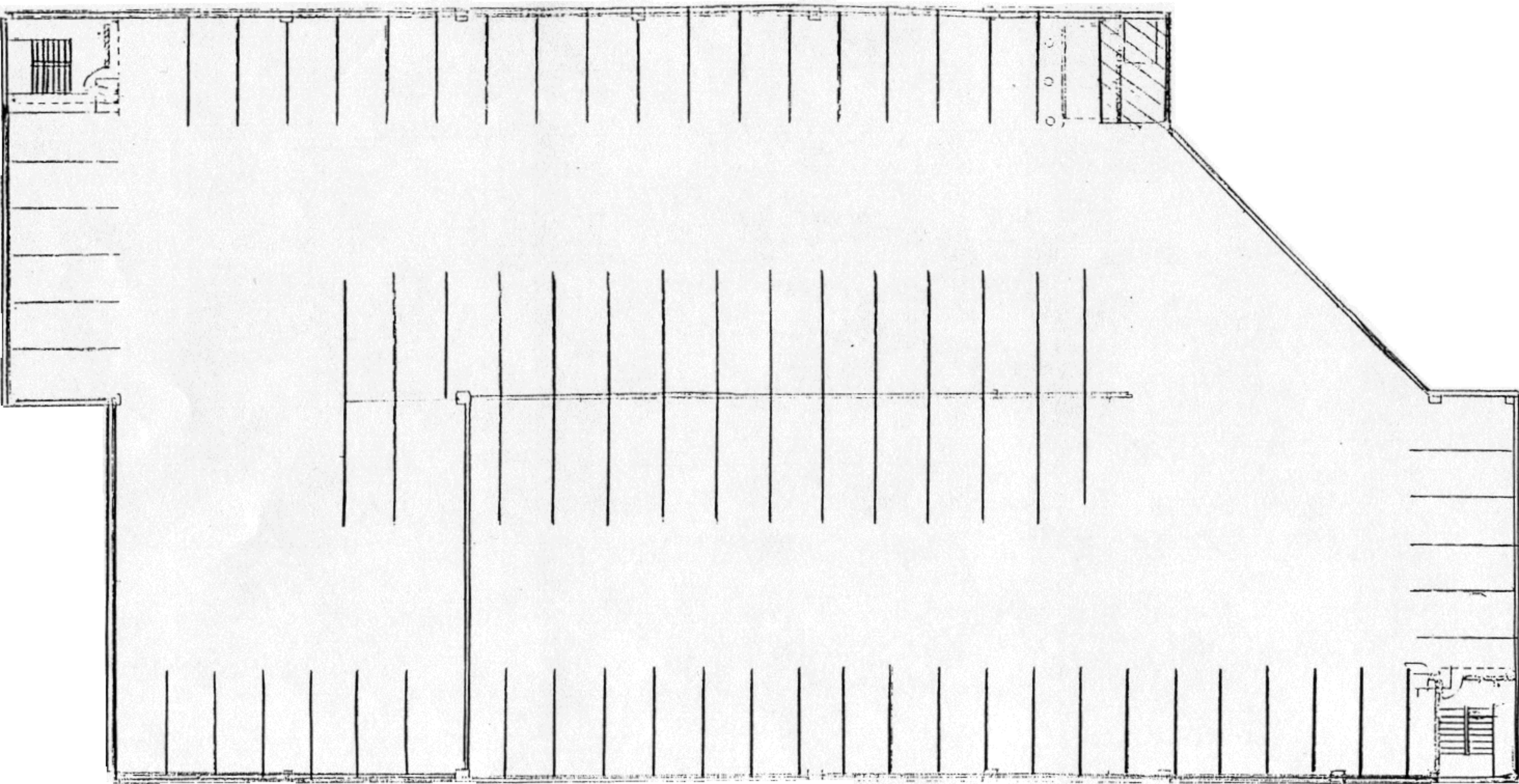
Juneau Downtown Parking Garage Level B





Junea Downtown Parking Garage

L1 el C



Juneau Downtown Parking Garage

Level D



General Terms and Conditions

The following General Terms and Conditions are standard to the City's Purchasing Division for all purchases. Unless otherwise specified in the solicitation document, the following General Terms and Conditions will apply. Other specific terms and conditions may be provided in the solicitation specifications. In the event of a conflict between the general terms and conditions and the specifications, the specifications shall take precedence. The CBJ Purchasing Division, or their designee, will be establishing the official Time and Date of receipt of all solicitation responses. Vendor responses to Quote and Bid solicitations will be considered the best and final offer and are non-negotiable.

Addenda: Bidders shall acknowledge receipt of all addenda issued for the solicitation document. Failure to acknowledge all addenda may result in the Vendors' response being rejected as non-responsive. It is the Vendor's responsibility to verify and acknowledge any addenda issued.

Award. Following the posting of evaluations and scoring, the successful Proposer will be required to accept the City's contract. If needed, any changes to the scope, schedule, or compensation as lined out in the RFP document may be discussed, and must be mutually agreed upon. Changes will be documented in the Contract. Note: Any agreed adjustments cannot have an effect on the ranking of proposals. If agreement cannot be reached, with the apparent best Proposer, the CBJ will discontinue the discussion and the next highest ranked Proposer will be offered the project. Upon receipt of a fully executed contract, the CBJ will issue a purchase order that will serve as the notice to proceed.

Bid Bond/Security: When requested, bid bonds must be submitted with the Vendor's response and shall be in the form of a certified check, cashier's check or approved bid bond, in a minimum amount of at least 5 percent of the maximum total amount for award. Checks or Bonds shall be made payable to the City and shall be given as a guarantee that the Vendor, if offered the award, will conform with the all specifications, furnish any required documentation, including but not limited to, Payment Bond, Performance Bond and Insurance Certificates. In case of vendor refusal or failure to enter into an agreement, the Check or Bid Bond shall be forfeited to the City. Failure of the Vendor to furnish the required bid security with their response will deem the Vendor non-responsive.

Bid Surety: In lieu of a performance bond, when specified in the solicitation, a bidder may post a surety to ensure performance over the entire term of the contract. The surety shall be made payable to the City in the form of a cashier's or certified check or certificate of deposit in the percentage amount stated in the solicitation, of the total contract value. If indicated in the solicitation, an option to withhold a set percentage from Vendor payments may be available as an alternative surety. Failure to supply the surety within the time required may cause the City to declare the bidder non-responsive and to reject their response. If the City cancels the contract due to noncompliance, regardless of the circumstances or contract time remaining, the surety will be declared as liquidated damages and forfeited to the City.

Bid Bond/Surety Return: As soon as practicable, the City will return solicitation securities that are not considered for award. All other required or specified bonds or securities will be held until contract has been awarded.

Changes on Award: For RFPs, the City may amend the scope of work according to the **CHANGES** provision of the CBJ Standard Contract. For RFB's or RFQ's, all changes in the Scope of Work will be negotiated, and mutually agreed upon in writing and documented by signed amendment.

Contract Cancellation for Cause: If the vendor is awarded a solicitation, the City reserves the right to cancel the contract for cause after initial award by providing written notice to the vendor. Cause includes, but is not limited to, the provision of inferior products other than requested in the solicitation documents, the vendor not meeting contract specifications, or failure to comply with the contract provisions, including notice that the vendor is in violation federal, state, or local laws pertaining to the contract. Upon such cancellation, any bid bond of the vendor shall be forfeited and the contract may be offered to the next responsible, responsive bidder or re-bid.

Contract Extension: Any extension of time to complete the scope of work provided in the solicitation, shall only be by mutually agreed upon terms between CBJ and the Vendor. If agreed upon, all terms and conditions shall remain in full force and effect. Unless otherwise agreed upon, vendors must complete the scope of work provided in the solicitation by the deadline provided in the contract and may be subject to damages caused by delay.

Contract Termination for Convenience: The CBJ may by prior written notice, terminate this agreement at any time, in whole or in part, when it is in the best interest of the City. In the event that this contract is terminated by the CBJ for convenience, as opposed to termination for cause, the City is liable only for payment in accordance with this agreement for work accomplished prior to the effective date of the termination.

Cooperative Purchasing: The City is authorized to extend the opportunity to utilize City contracts with other governmental agencies. The City will expressly state this condition if it is applicable to the solicitation and successful vendors will be bound by that condition. The City is not an agent of, partner to or representative of such outside agencies and is not obligated or liable for any action or debts that may arise out of such independently established cooperative procurements.

Default: In case of default by the Vendor, the City may procure the goods or services from another source and hold the Vendor responsible for any resulting excess cost and may seek other remedies under law or equity. If the Contractor defaults, the City may at its discretion, award the contract to the next available firm, based on ranking or price.

DEFINITIONS: the following terms used shall be defined as:

CBJ or City: is the City and Borough of Juneau,

Solicitation: A procurement document, such as Quote (RFQ), Bid (RFB), Request for Proposal (RFP), Statement of Interest (SI), or Request for Information (RFI), that contains information, scope of work, specifications, deliverables, timeline, etc. for goods or services the CBJ intends to procure.

Vendor, Contractor, Proposer, Bidder, Consultant: a firm or individual seeking to do business with the City and Borough of Juneau, AK and to whom a solicitation may be awarded.

Submittal, Submission, Proposal, Response(s): the document(s) submitted by the Vendor to the CBJ as required by the solicitation document.

Plan holder: a Vendor who is on record with the City for purposes of notification on all City communications concerning the solicitation.

Responsive Vendor: an individual or firm who conforms in all respects to the requirements stated in the solicitation.

Responsible Vendor: an individual or firm which demonstrates the capability in all aspects to fully perform all solicitation requirements and demonstrates the experience, integrity, perseverance, reliability, capacity, facilities, equipment and credit to assure good faith performance.

Disclosure: The CBJ is a municipal corporation and political subdivision of the State of Alaska, is subject to the Alaska Public Records Act, AS40.25.100-220, and the public records provisions of CBJ Charter, section 15.7. Contents of submitted responses to a solicitation will be kept confidential until the intent to award or posting notice is released. Immediately following release, all responses become public information. Any restrictions or prohibitions intending to prohibit public disclosure of any material attached or reference in any response based upon claims of privileged, confidential or proprietary materials, or other similar restriction shall be of no force and effect and all material will be deemed as public records. Trade Secrets and other proprietary data may be held confidential to the extent allowed by law upon request in writing by the Vendor. Material considered confidential by the vendor must be

clearly identified and marked by page and section and must include a brief statement outlining the reasons for confidentiality. Marking the entire response as confidential is not acceptable and may be cause for rejecting a response for consideration and award.

Document Response Disclaimer & File Uploads: It is the responsibility of the Vendor to submit all solicitation documents, including modifications, in a timely manner. Submitting any response to a solicitation shall be solely at the Vendor's risk. The Purchasing Division will attempt to keep all office equipment used in methods of document receipt, in working order but is NOT responsible for communications or documents that are late, regardless of cause. No Vendor documentation will be accepted as proof of receipt. Prior to any deadline, Vendors are strongly encouraged to confirm receipt of any submitted documents with the Purchasing Division. All electronic files uploaded must be in a common format accessible by software programs the City uses. Those common formats are generally described as Microsoft Word (.doc or .docx), Microsoft Excel (.xls or .xlsx), Microsoft Power Point (.ppt or pptx), or Adobe Portable Document Format (.pdf.). Suppliers will not secure, password protect or lock uploaded files; the City must be able to open and view the contents of the file. Suppliers will not disable or restrict the ability of the City to print the contents of an uploaded file. Scanned documents or images must be of sufficient quality, no less than 150 dpi, to allow for reading or interpreting the words, drawings, images or sketches. The City may disqualify any Submittal Response that does not meet the criteria stated in this paragraph.

Examination of Solicitation: Vendors shall thoroughly examine all solicitation documents, including any issued addenda and attached sample contract if applicable. Responses submitted for consideration of award by the Vendor shall constitute an acknowledgement that all solicitation documents have been thoroughly examined and reviewed. Failure of a Vendor to receive, review or examine any solicitation documents including attachments, appendix or addenda shall in no way relieve them of any contractual obligation required by the solicitation. A claim of misinterpretation or lack of knowledge concerning the solicitation document or process is not justification for additional compensation.

Equal Employment Opportunity: In order to be considered for the solicitation, the vendor must not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, disability, familial status, sexual orientation, gender identity, gender expression, or national origin. The vendor will be required to include these provisions in any agreement relating to the work performed under this agreement with contractors or subcontractors. The City is an affirmative action purchaser and encourages small and disadvantaged businesses to submit responses.

Filing A Protest: Protest will be administered in accordance with the Purchasing Code 53.50.062 and 53.50.080. Available from the Purchasing Division or online at https://library.municode.com/ak/juneau/codes/code_of_ordinances?nodeId=TIT53PRACDI_PTIIOTPR_CH53.50PUSUSE_53.50.062PR

Fiscal Funding: The parties acknowledge that the municipality is legally prohibited from encumbering funds that have not been duly appropriated, pursuant to CBJ Charter 9.13. Funding for this solicitation is subject to an appropriation of funds by, and at the sole discretion of, the City and Borough of Juneau Assembly. The parties acknowledge and understand that in the event the Assembly fails to appropriate sufficient funds for this solicitation, the solicitation will automatically terminate without penalty or further municipal liability. A contract award will not be issued unless there is a sufficient appropriation in place for the purchase order or notice to proceed.

Force Majeure Events: Except for the obligation to make payments, neither the CBJ or Vendor shall be in default for its failure to perform, or a delay in performance cause by strikes, epidemics, riots, imposition of laws or governmental orders, fires, acts of God, acts of civil or military authority, embargoes, war, terrorist acts, insurrections, explosions, earthquakes, nuclear accidents, floods, power blackouts affecting facilities and other similar events beyond either the CBJ's or Vendors reasonable control and without its fault or gross negligence. Upon the occurrence of a Force Majeure Event, written notice shall be given to the other Party as soon as practicable and shall promptly confer in good faith to agree upon reasonable actions to minimize any impact. The Party claiming such an event is preventing performance, shall take reasonable actions to mitigate any such delay or failure.

Indemnification: As a material part of this solicitation, the Vendor shall agree 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 Vendor'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 attorney's 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 the Vendor arise immediately upon actual or constructive notice of any action, claim, or lawsuit. CBJ shall notify Vendor in a timely manner of the need for indemnification, but such notice is not a condition precedent to Vendor's obligations and may be waived where the Vendor has actual notice.

Interpretation of Solicitation: No oral interpretations will be made to any vendor as to the meaning of a solicitation. Oral and all other non-written responses, interpretations and/or clarifications shall not be legally effective or binding. Comments concerning defects, questionable or objectionable material and requests for interpretation must be made in writing and received by the Purchasing Division by the deadline indicated in the solicitation document. If required, changes to the solicitation documents will be made by addendum and sent promptly to all parties to whom the documents have been issued. All addenda issued become part of the solicitation document and resulting final contract award.

Licensing Requirements. Contractor is responsible for obtaining and maintaining all appropriate licenses as required by federal, state or local laws. An Alaska Business License is required to perform most, if not all services in the State of Alaska. Information on obtaining a business or requirements for all professional licenses for AK can be found online at <https://www.commerce.alaska.gov/web/cbpl/BusinessLicensing.aspx> If requested by the City, proof of licensing may be required prior to award.

Modifications: Modifications to a solicitation response can be delivered in person, by fax, email to purchasing@juneau.org (or via online submission *depository if e-responses are allowed by the solicitation*), by mail or fax (907-586-4561). Responses must be received prior to the solicitation deadline and will be time and date stamped thereby establishing the official time of receipt. Any modification must not reveal the respondent's price for a formal sealed solicitation and shall be in the form of an addition or subtraction so that final prices will not be known until the solicitation is opened, reviewed and verified. Modifications to a solicitation received after the deadline established for receipt shall not be considered.

Negotiations: Unless expressly specified in the solicitation document, compensation will not be **negotiated**. If so specified, negotiated changes to any Vendor submitted pricing, fee schedule, or price proposal will be documented by contract or signed amendment prior to the issuance of a purchase order.

Nondisclosure & Confidentiality: Contractor agrees that all confidential information to which it has access in performing this contract shall be used only for purposes of providing the deliverables and performing the services specified herein. Contractor shall not disseminate or allow dissemination of confidential information to third parties unless authorized in writing by the City. Contractor shall hold as confidential and will use reasonable care (including both facility physical security and electronic security) to prevent unauthorized access by, storage, disclosure, publication, dissemination to and/or use by third parties of, the confidential information. "Reasonable care" means compliance by the Contractor with all applicable federal and state law, including the Social Security Act and HIPAA. Contractor must promptly notify the City in writing if it becomes aware of any storage, disclosure, loss, unauthorized access to or use of the confidential information. Confidential information, as used herein, includes but is not limited to financial data, bank account data and

information, user lists, passwords, technology infrastructure, and technology data (infrastructure, architecture, operating systems, security tools, IP addresses, etc.).

Preparation of Solicitation Response: Responses submitted for consideration, must be carefully, and legibly completed, as required and described in the solicitation documents: i.e. on forms provided, with attached required documents, description of any proposed variances, etc. Responses that contain omissions, irregularities, additions or alterations of any kind may be rejected. Every submittal, formal or informal, shall include signature of an authorized representative to bind the company. Responses containing any material alteration or irregularity of any kind may be rejected. Any erasures or changes must be initiated by the authorized representative signing the response. The lowest qualified response will be considered for award. Except as ordered by a court of competent jurisdiction, the City is not liable for any cost incurred by the bidder for bid preparation.

When a solicitation specifies that only Hard Copy responses will be accepted, no oral, electronic mail, facsimile or telephone responses will be accepted. Sealed responses shall be received at the Purchasing Division Office; or their designee as noted in the solicitation, prior to the deadline indicated. Responses shall be delivered in a completely sealed envelope with an affixed label that shows the solicitation title, number, and deadline. The City will not be responsible for the premature opening of, or failure to open, any response not properly addressed and identified. It is the Vendor's responsibility to verify that responses are received prior to the solicitation deadline. Late responses will not be accepted and will be returned to the Vendor.

Postponement of Opening: Sealed responses will be received until the deadline stated in the solicitation document, or such later time as announced by addenda sent to all plan holders at any time prior to the deadline. The City reserves the right to postpone the solicitation deadline at any time.

Pricing & Additions: Submitted prices shall include everything necessary to fulfill the contract including, but not limited to, furnishing all materials, freight, equipment and labor. Submitted pricing must be in U.S. funds. In case of error in the extension of prices, unit prices will govern. A Vendors' response to a solicitation is acknowledgement and acceptance of any proposed fee schedule, deliverables, or timeline specified in the solicitation documents. For the purpose of award, offers made in accordance with any solicitation must be irrevocable for a period of ninety (90) calendar days from the solicitation deadline. Quantities listed are estimates for bidding purposes only. The City does not guarantee any minimum or maximum quantities. The City may request additional units above the amount stated in the solicitation. Additional units in excess of 25% of the original awarded contract will be at pricing previously submitted in the solicitation and accepted by mutual written agreement.

Price Adjustments: Unless stated otherwise, unit pricing may be subject to an adjustment once per year of a term contract. Requests for a price adjustment must be submitted in writing a minimum of 60 days prior to the start of the next renewal period and be based on substantiated changes for actual cost differences during the contract period. If the City agrees to the price adjustment, an amendment reflecting the change will be issued. The City may counter the Vendors request for pricing and if no agreement can be negotiated, the City may offer the contract to the next apparent low bidder, or the contract may be cancelled and rebid.

Purchase Order(s) & Payments: The City's purchase order and (if applicable) the Notice of Award, are the only documents that may be used to place orders against any contract(s) resulting from a solicitation. Payment will be authorized and initiated after acceptance of the goods or services by the City. A portion of the final payment may be withheld to insure all conditions of the solicitation are met. Accurate invoices must be submitted to the designated Contract Administrator and the CBJ Accounts Payable Division. Invoices must include, the purchase order number, Vendor's name and phone number. Invoices must clearly and accurately state quantities, item descriptions and units of measure and any discounts or trade-ins. All payments shall be net 30 days upon receipt of complete and accurate invoice(s) unless specified otherwise.

Qualified Vendor: A qualified Vendor is a Vendor who submits the lowest responsive and responsible bid or response. A responsive bid conforms in all material respects to the requirements stated in the solicitation. A responsible vendor has the capability in all respects to fully perform all of the contract requirements, and the experience, integrity, perseverance, reliability, capacity, facilities, equipment and credit, which will assure good faith performance. Responsible vendors will be those who have not defaulted or otherwise failed to perform an awarded City contract and are in good standing with the City finance division as provided below. Each Vendor shall be skilled and regularly engaged in the general class or type of work called for within the solicitation. If requested, the apparent successful Vendor shall submit resumes, references or other documentation, which demonstrates the experience and knowledge of the Vendor, and its key personnel who will be assigned to this contract.

Solicitation Cancellation or Rejection of Solicitation Response: The City may cancel, in whole or in part, any Solicitation when it is in the best interest of the City. The City reserves the right to reject any or all submitted solicitation responses, and to determine which submitted response, if any, should be accepted in the best interest of the City. The City reserves the right to waive any informality in a solicitation. A Vendor may be considered not responsible if a Vendor has previously failed to perform properly or to complete a contract as specified with the City, or another government agency. A response may be rejected and considered non-responsive for, including but not limited to, the following reasons:

- The response is on a form other than that supplied by the City, or is improperly signed;
- The responding Vendor adds any unauthorized conditions, limitations, or provisions reserving the right to accept or reject any award, or to enter into a contract pursuant to an award;
- If there are unauthorized additions or irregularities of any kind which may make the response incomplete, indefinite, ambiguous as to its meaning, or in conflict with the City's solicitation;
- If the responding Vendor omits a price on any item or items on which pricing is required;
- If the response contains any excessively unbalanced prices (either above or below a reasonable price) to the detriment of the City;
- If the Vendor fails to furnish an acceptable bid guaranty; or
- If the Vendor has not acknowledged receipt of each Addendum.

Specifications: Unless otherwise specified as no substitute in the solicitation documents, product brand names or model numbers specified are examples of the type and quality of product required and are not a statement of preference. If the solicitation specifications stated conflict with a brand name or model number describing an item, the specifications will govern. Reference to brand name or number does not prevent an offer of a comparable or better product. When offering a comparable product full specifications and descriptive literature must be provided if requested. Any variance to specifications must clearly indicated and documented by the Vendor. Failure to provide complete specifications and descriptive literature may be cause for rejection of Vendor's response.

Unless clearly stated in the solicitation all items to be shipped must be quoted F.O.B. destination. Any charges associated with shipping are to be imbedded into the unit pricing. Items are to be shipped as economically as possible and packaged as appropriate to contents to minimize damage or loss. Vendor is responsible for filing any freight claims subsequent to shipment. Any loss incurred will be the responsibility of the Vendor.

The City reserves the right to determine suitability of items offered. All goods or materials are subject to approval by the City. Materials used in the fabrication of items must be free of any defects that affect the performance, application and specifications. Any items rejected because of non-conformity of the terms and conditions or specifications of the solicitation, whether held by the City or returned, will be at the Vendor's risk and expense. Vendor represents that all items offered shall be new. Used, shopworn, demonstrator, prototype or discontinued models are not acceptable. Vendor will guarantee

parts availability for applicable items for a minimum of 10 years or the reasonable life of items, whichever is greater. OEM manuals must be supplied with all items upon delivery.

Subcontracting: Subcontracting will not allowed without the prior written consent of the Purchasing Division. If subcontracting is approved and allowed, information on the subcontractor and a list of employees and their qualifications must be provided. Subcontractor must abide by all the solicitation requirements.

Vendor Collusion: By submitting a bid, the vendor affirms that they have not, either directly or indirectly, participated in any collusion, or otherwise taken any action in restraint of the competitive bidding in connection with the solicitation. Collusion by and between Vendors or City officials will disqualify all parties involved in the act of collusion and may result in those Vendors being disqualified from participating in future solicitations.

Vendor Good Standing with CBJ: Vendors must be in good standing with the CBJ prior to award of any contract and any subsequent contract renewals. The apparent successful Vendor shall have seven (7) business days following notification to correct any outstanding issues. Good standing means the following: all amounts owed to the CBJ are current and the Vendor is not delinquent with respect to any taxes, fees, assessment, or other monies due and owed the CBJ. Vendor must be current in all CBJ reporting requirements including sales tax registration and reporting and any necessary business personal property declarations. If a Confession of Judgment has been executed, the Vendor must be in compliance and current with any terms or stipulations associated with the Confession of Judgment, including any installment payments due. Vendors who fail to timely pay suppliers or subcontractors under CBJ contracts will likewise not be considered in good standing. For the purposes of this provision, the term "vendor" will include all entities that share principal officials and managing members. If a vendor is not in good standing with the CBJ, subsidiaries or other entities created or otherwise controlled by that vendor will also not be considered in good standing with the CBJ.

Failure to meet these requirements may be cause for rejection of your solicitation. To determine if your business is in good standing, or for further information, contact the CBJ Finance Department's Sales Tax Division, at email: Sales_Tax_Office@juneau.org for sales tax issues, Assessor's Office at email: Assessor.Office@juneau.org for business personal property issues, or Collections Division at email: Collections@juneau.org for all other accounts.

Vendor Name Change & Assignment of Contract: If the Vendor's business name changes or the business is sold, transferred, or assumed by a second party, written notification of the change must be provided to the City's Purchasing Division. The notification must be signed by all Vendor parties involved, and received by CBJ no later than 30 calendar days from the date of change. The notification must state the type of change, reason for change, include the Federal Employer Identification Number or Tax identification Number of all Vendor parties involved, and provide all legal documentation verifying the change. Failure to provide notification within 30 calendar days of the changes may be grounds for purchase order cancellation without further cause. Additional documentation concerning the assignment of payments and acceptance of assigned payments may be required from the assignor and assignee. Any contract resulting from this solicitation may not be assigned in whole or in part without the prior written consent of the City's Purchasing Division and agreement from the user department.

Vendor Obligation: Notwithstanding the expiration date of a contract resulting from this solicitation, the Vendor is obligated to fulfill its responsibilities until warranty, guarantee, maintenance and parts availability requirements have completely expired. Unless otherwise stated in the solicitation, the City will assume that the Vendor has accepted, without reservation or amendment, the whole terms of the contract documents.

Warranty/Guarantee: The Manufacturers maximum standard warranty/guarantee shall apply to all items purchased. Coverage will begin on the date of acceptance of items by the City. All items shall be guaranteed against faulty material and workmanship. Failure of any items to meet specifications or to operate properly in any way will require replacement by the Vendor at no expense to the City. Any claims initiated by the City for warranty/guarantee will be resolved within thirty (30) days of notification at no additional cost. Failure to resolve any claim in the timeframe specified may require the City to correct the issue. Any costs incurred by the City in correcting an issue will be reimbursed by the Vendor. Vendor guarantees that all items offered will be standard equipment and the latest model of regular stock product offered in the manufacturers published specifications. No attachment or part of any item will be supplied that is contrary to the manufactures recommendations or standard practice.

Withdrawal of Response. All submitted responses shall constitute a binding offer to the City as outlined therein and shall be irrevocable after the solicitation deadline. A vendor may withdraw its response by giving written notice prior to the solicitation deadline. After the time last announced for the solicitation deadline and until execution of the contract, no vendor will be permitted to withdraw its response unless the solicitation contract is delayed due to acts by the City.

INSURANCE REQUIREMENTS. Prior to award, insurance must be secured and maintained for the risks and in the amounts specified herein. The Consultant and its insurance carrier waive subrogation against the City.

The Contractor's insurance shall be primary and any insurance maintained by the CBJ shall be non-contributory. If the Contractor maintains higher limits than shown below, the CBJ shall be entitled to coverage for the higher limits maintained by the Contractor. **Contractor** 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 Contractor must maintain Commercial General Liability Insurance in an amount it deems reasonably sufficient to cover any suit that may be brought against the Contractor. This amount must be at least one million dollars (\$1,000,000.00) per occurrence, and two million dollars (\$2,000,000.00) aggregate. **The CBJ shall be named additional insured for this policy for "any and all CBJ projects."**

Comprehensive Automobile Liability Insurance. The coverage shall include all owned, hired, and non-owned vehicles to a one million dollar (\$1,000,000.00) combined single limit coverage. **The CBJ shall be named additional insured for this policy for "any and all CBJ projects."**

Workers Compensation Insurance. If required by Alaska Statute (see Alaska Statute 23.30), the Contractor must maintain Workers Compensation Insurance to protect the Contractor 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 Contractor's firm, the Contractor's subcontractors and assignees, and anyone directly or indirectly employed to perform work under this contract. The Contractor must notify the City as well as the State Division of Workers Compensation immediately when changes in the Contractor's business operation affect the Contractor's insurance status. Statutory limits apply to Workers Compensation Insurance. The policy must include employer's liability coverage of one million dollars (\$1,000,000) per injury and illness, and one million dollars (\$1,000,000) aggregate. Contractor also agrees to provide evidence of Longshore and Harbor Worker's Insurance and Jones Act coverage if applicable to the work required. **If the Contractor is exempt from Alaska Statutory Requirements, the Contractor will provide written confirmation of this status in order for the CBJ to waive this requirement. The Contractor grants a waiver of any right to subrogation against the CBJ by virtue of the payment of any loss under such insurance.** This provision applies regardless of whether or not the Entity has received a waiver of subrogation endorsement from the insurer.

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

Contractor acknowledges requirements for insurance coverage and must provide a Certificate of Insurance, along with all required amendatory policy endorsements, within five (5) working days of notice of Intent to Award.



Purchasing Division Mailing Address: 155 S. Seward St. Juneau, AK 99801
Email– purchasing@juneau.org
E-Submittal at Public Purchase www.publicpurchase.com
Phone: 907-586-5215 X 4, Fax: 907-586-4561

APPENDIX A: SCOPE OF WORK, TERM, AND COMPENSATION

1. SCOPE OF WORK

2. TERM

The effective date of this contract shall be the date it is signed by the CBJ, and it shall remain in effect until _____

3. COMPENSATION AND TERMS OF PAYMENT

- a. Compensation.
- b. Additional Terms of Payment.

APPENDIX B: STANDARD PROVISIONS

1. CONTRACTUAL RELATIONSHIP. The parties intended that an independent Contractor relationship will be created by this contract. The CBJ is interested only in the results to be achieved as provided in this agreement. The conduct and control of the work will lie solely with the Contractor. Contractor is not considered to be an agent or employee of the CBJ for any purpose, and the employees of Contractor are not entitled to any benefits that CBJ provides for CBJ employees. CBJ does not agree to use the Contractor exclusively. Contractor does not agree to work for CBJ exclusively.

2. PERSONNEL, EQUIPMENT AND SUPPLIES. Except as provided in the Scope of Work, the Contractor represents that it has or will secure at its own expense all personnel, equipment, and supplies required in performing the work under this contract. All of the work required hereunder will be performed by the Contractor or under its supervision. None of the work covered by this Contract shall be subcontracted except as provided in the Scope of Work.

3. CONTRACTOR QUALIFICATIONS. Contractor warrants that it is fully qualified and is licensed under all applicable local, state, and federal laws to perform its obligations under this contract.

4. INSURANCE REQUIREMENTS. Contractor 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, Contractor shall provide written notice to CBJ Risk Management. The Contractor's insurance shall be primary and any insurance maintained by the CBJ shall be non-contributory. If the Contractor maintains higher limits than shown below, the CBJ shall be entitled to coverage for the higher limits maintained by the Contractor.

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 Contractor 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.*
3. 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 Contractor must purchase "**extended reporting**" coverage for a minimum of one (1) year after completion of the contract work.

5. 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 Contractor's compensation, must be mutually agreed upon in writing before they will be regarded as part of this contract. No claim for additional services, not specifically provided in this contract, performed or furnished by the Contractor, will be allowed, nor may the Contractor do any work or furnish any material not covered by the contract unless the work or material is ordered in writing by the CBJ.

6. NO ASSIGNMENT OR DELEGATION. The Contractor may not assign or delegate any interest in this contract without the prior written consent of the CBJ. Contractor may assign its rights to any payment under this contract without the prior written consent of CBJ; however, notice of any such assignment or transfer shall be

furnished promptly to CBJ by Contractor.

7. TERMINATION FOR CONVENIENCE. The CBJ may, by prior written notice, terminate this agreement at any time, in whole or in part, when it is in the best interest of the CBJ. In the event that this contract is terminated by the CBJ for convenience, as opposed to termination for cause, the CBJ is liable only for payment in accordance with this agreement for work accomplished prior to the effective date of the termination.

8. DEFAULT AND TERMINATION FOR CAUSE. If Contractor fails to perform a material obligation under this contract, the CBJ may consider the Contractor to be in default (unless caused an event, circumstance, or act of a third party that is beyond Contractor's reasonable control) and may assert a default claim by giving Contractor a written and detailed notice of default. The Contractor shall cure the default within the time frame identified in the notice of default, or, if the default is not curable within the time frame specified, provide a written cure plan acceptable to the CBJ, which shall not be unreasonably withheld. Contractor will begin implementing the cure plan immediately after receipt of notice that the CBJ approves the plan. The CBJ's payment obligations shall be held in abeyance until the default is cured.

If Contractor fails to cure the default, unless otherwise agreed in writing, the CBJ may terminate any unfulfilled portion of this Agreement. In the event of termination for default, the Parties may agree that the CBJ's remedy be limited to recovering from Contractor all actual, reasonable costs incurred in securing the work described in Appendix A. The CBJ agrees to mitigate damages to the extent required by law, and to provide Contractor with detailed invoices substantiating the charges.

9. INSPECTION AND RETENTION OF RECORDS. The CBJ may inspect, in the manner and at reasonable times it considers appropriate, all of Contractor's facilities, records and activities having any relevance to this contract. Contractor shall retain financial and other records relating to the performance of this contract for a period of six years, or until the resolution of any audit findings, claims or litigation related to the contract.

10. EQUAL EMPLOYMENT OPPORTUNITY. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, disability, familial status, sexual orientation, gender identity, gender expression, or national origin. Contractor shall include these provisions in any agreement relating to the work performed under this agreement with Contractors or subcontractors.

11. CHOICE OF LAW, JURISDICTION. The Superior Court for the State of Alaska, First Judicial District at Juneau, Alaska shall be the exclusive jurisdiction for any action of any kind and any nature arising out of or related to this Agreement. Venue for trial in any action shall be in Juneau, Alaska. The laws of the State of Alaska shall govern the rights and obligations of the parties. Contractor specifically waives any right or opportunity to request a change of venue for trial pursuant to A.S. 22.10.040.

12. COMPLIANCE WITH LAWS AND REGULATIONS. Contractor shall, at Contractor's sole cost and expense, comply with all applicable requirements of federal, state, and local laws, ordinances and regulations now in force, including safety, environmental, immigration, and security enactments, or which may be subsequently enacted. Contractor warrants that it has obtained and is in full compliance with all required licenses, permits, and registrations regulating the conduct of business within the State of Alaska and the CBJ, and shall maintain such compliance during the effective term of this agreement.

13. PAYMENT OF TAXES AND OBLIGATIONS TO CBJ. As a condition of this contract, the Contractor shall pay all federal, state, and local taxes incurred by the Contractor and shall require their payment of any subcontractor or any other persons in the performance of this contract. Contractor shall not be delinquent in the payment of taxes, or any other obligation, to CBJ during the performance of this contract. Satisfactory performance of this paragraph is a condition precedent to payment by the CBJ under this contract.

14. CONFLICT OF INTEREST. Contractor warrants that no employee or officer of the CBJ has violated the conflict of interest provisions of CBJ code regarding this contract. Contractor also warrants that it has not solicited or received any prohibited action, favor or benefit from any employee or office of CBJ, and that it will not do so as a condition of this contract. If the Contractor learns of any such conflict of interest, the Contractor shall without delay inform the CBJ and Borough Attorney or CBJ's representative for this contract.

15. INDEMNIFICATION. The Contractor 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 Contractor'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 Contractor arise immediately upon actual or constructive notice of any action, claim, or lawsuit. CBJ shall notify Contractor in a timely manner of the need for indemnification, but such notice is not a condition precedent to Contractor's obligations and is waived where the Contractor has actual notice.

16. OWNERSHIP OF DOCUMENTS. All designs, drawings, specifications, notes, artwork, and other work developed in the performance of this contract become the sole property of the CBJ and may be used by the CBJ for any other purpose without additional compensation to the Contractor. The Contractor agrees not to assert any rights and not to establish any claim under the design patent or copyright laws. The Contractor, for a period of three years after final payment under this contract, agrees to furnish and provide access to all retained materials at the request of the CBJ. Unless otherwise directed by the CBJ, the Contractor may retain copies of all the materials.

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 the CBJ.

18. APPLICABILITY OF ALASKA PUBLIC RECORDS ACT. Contractor acknowledges and understands that the CBJ is subject to the Alaska Public Records Act (AS 40.25.120) and that all documents received, owned or controlled by the CBJ in relation to this Contract must be made available for the public to inspect upon request, unless an exception applies. It is Contractor's sole responsibility to clearly identify any documents Contractor believes are exempt from disclosure under the Public Records Act by clearly marking such documents "Confidential." Should the CBJ receive a request for records under the Public Records Act applicable to any document marked "Confidential" by Contractor, the CBJ will notify Contractor as soon as practicable prior to making any disclosure. Contractor acknowledges it has five (5) calendar days after receipt of notice to notify the CBJ of its objection to any disclosure, and to file any action with any competent court Contractor deems necessary in order to protect its interests. Should Contractor fail to notify the CBJ of its objection or to file suit, Contractor shall hold the CBJ harmless of any damages incurred by Contractor as a result of the CBJ disclosing any of Contractor's documents in the CBJ's possession. Additionally, Contractor may not promise confidentiality to any third party on behalf of the CBJ, without first obtaining express written approval by the CBJ.

19. FISCAL FUNDING. The parties acknowledge that the municipality is legally prohibited from encumbering funds that have not been duly appropriated, pursuant to CBJ Charter 9.13. Funding for this agreement beyond fiscal year _____ is therefore subject to an appropriation of funds by, and at the sole discretion of, the City and Borough of Juneau Assembly. The parties acknowledge and understand that in the event the Assembly fails to appropriate sufficient funds for this agreement, the agreement will automatically terminate without penalty or further municipal liability, on June 30 of the current fiscal year.

20. ENTIRE AGREEMENT. This Agreement, including all appendices and exhibits, constitutes the entire agreement of the Parties regarding the subject matter of the agreement and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter.

21. SEVERABILITY. If a court of competent jurisdiction renders any part of this agreement invalid or unenforceable, that part will be severed and the remainder of this agreement will continue in full force and effect.

22. WAIVER. Failure or delay by the CBJ to exercise a right or power under this agreement will not be a waiver of the right or power. For a waiver of a right or power to be effective, it must be in a writing signed by the CBJ. An effective waiver of a right or power will not be construed as either a future or continuing waiver of that same right or power, or the waiver of any other right or power.



CBJ Finance Dept., Purchasing Division
155 S. Seward Street, Juneau, AK 99801
purchasing@juneau.org
(907) 586-5215 X 4, Phone // (907) 586-4561 Fax

February 13, 2023

ADDENDUM No. 1 TO RFP No. 23-181

Off-Street Parking Access and Revenue Collection System (PARCS) and Administration

The following items of the subject RFP are modified as herein indicated. All other items remain unchanged.

REFER TO: Pre-Proposal Meeting & Site Visit: A non-mandatory pre-proposal meeting will be held **Feb 15, 2023 at 10:00 a.m. AK Time** via teleconference. To attend, call 907-713-2140 Participation ID Code 258358. Vendors interested in submitting proposals should email CBJ Purchasing at purchasing@juneau.org a minimum of twenty-four (24) hours prior to the scheduled meeting to provide notice of participation and submit any questions. Site visits will be offered on an appointment basis. Vendors interested in conducting a site visit will need to submit a request via email to purchasing@juneau.org.

DELETE: in its entirety.

REPLACE WITH: Pre-Proposal Meeting & Site Visit: A non-mandatory pre-proposal meeting will be held **Feb 15, 2023 at 10:00 a.m. AK Time** via teleconference. To attend, call 907-713-2140 Participation ID Code **748914**. Vendors interested in submitting proposals should email CBJ Purchasing at purchasing@juneau.org a minimum of twenty-four (24) hours prior to the scheduled meeting to provide notice of participation and submit any questions. Site visits will be offered on an appointment basis. Vendors interested in conducting a site visit will need to submit a request via email to purchasing@juneau.org.

This addendum must be acknowledged or your submitted response may be considered non-responsive. Acknowledgment can be made by signing and returning prior to deadline or include with your quote via: Email: Purchasing@juneau.org or Fax: 907-586-4561

Shelly Klawonn, Senior Buyer
City and Borough of Juneau
(907) 586-5215 X 4

Company

Signature/Printed Name

Date

ACKNOWLEDGE THIS PAGE IF YOU INTEND TO SUBMIT A PROPOSAL



CBJ Finance Dept., Purchasing Division
155 S. Seward Street, Juneau, AK 99801
purchasing@juneau.org
(907) 586-5215 X 4, Phone // (907) 586-4561 Fax

February 24, 2023

ADDENDUM No. 2 TO RFP No. 23-181

Off-Street Parking Access and Revenue Collection System (PARCS) and Administration

The following items of the subject RFP are modified as herein indicated. All other items remain unchanged.

REFER TO: 14. Provisions: b. Vendor Responsibilities: 5)

ADD: NOTE: Cellular Services in the Juneau area can be unreliable during certain times of the year. Consultants should not propose plans that base their entire service plan using cellular connectivity.

This addendum must be acknowledged or your submitted response may be considered non-responsive. Acknowledgment can be made by signing and returning prior to deadline or include with your proposal. Return via: Email: Purchasing@juneau.org or Fax: 907-586-4561

Mary Johns

Mary Johns, Buyer for Shelly Klawonn,
City & Borough of Juneau
(907) 586-5215 X 4

Company

Signature/Printed Name

Date

ACKNOWLEDGE THIS PAGE IF YOU INTEND TO SUBMIT A PROPOSAL