



**REQUEST FOR PROPOSALS**

**(C3) RFP E22-084**

**CONTRACT ADMINISTRATION and  
INSPECTION SERVICES  
for the  
CAPITAL TRANSIT VALLEY TRANSFER STATION  
RESOLICITATION**

Issued by:  Date: 8/3/2021  
Greg Smith, Contract Administrator

Contract Administration and Inspection Services  
for the Capital Transit Valley Transfer Station Resolicitation  
(C3) RFP E22-084

**SCOPE OF SERVICES:** The City and Borough of Juneau (CBJ) is requesting proposals from qualified consultants to provide contract administration and inspection services for the Capital Transit Valley Transfer station project being constructed under Contract No. BE20-268.

**PRE-PROPOSAL MEETING:** A non-mandatory pre-proposal conference call will be held at **10:00 a.m., Alaska Time on August 11, 2021.** Persons interested in submitting proposals are encouraged to attend. Proposers intending to participate via teleconference shall request the call-in information from the CBJ Engineering Contracts by emailing [contracts@juneau.org](mailto:contracts@juneau.org) by 4:30 p.m., on August 10, 2021.

**QUESTIONS REGARDING THIS RFP:** Greg Smith, Contract Administrator, phone 907-586-0800 ext. 4194, fax 907-586-4530, [greg.smith@juneau.org](mailto:greg.smith@juneau.org) is the sole point of contact for all issues pertaining to this procurement.

**\*NOTICE TO PROPOSERS\***

The Engineering Department is now receiving electronic proposals **ONLY** through a web based platform, Public Purchase.

Information regarding this free e-procurement service can be found by following this link:  
<https://juneau.org/finance/purchasing/bids-rfps> and <http://www.publicpurchase.com/>

**DEADLINE FOR PROPOSALS:** Electronic proposals are to be uploaded to Public Purchase **prior** to **2:00 p.m. Alaska Time on August 24, 2021**, or such later time as the Contract Administrator may announce by addendum to planholders at any time prior to the submittal date. It is the responsibility of the Proposer to submit all solicitation documents, by the advertised deadline. Submitting any response to a solicitation shall be solely at the Proposers 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 Proposer documentation will be accepted as proof of receipt. Prior to any deadline, Proposers are strongly encouraged to confirm receipt of any submitted documents with the Purchasing Division. All electronic submittals must be uploaded as an Adobe Portable Document Format (PDF). Proposers will not secure, password protect or lock uploaded files; the City must be able to open and view the contents of the file. Proposers 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.

Disadvantaged Business Enterprises are encouraged to respond.

**CONTACT INFORMATION REGARDING ELECTRONIC SUBMITTALS**

City and Borough of Juneau, Purchasing Division  
155 South Seward Street  
Juneau, AK 99801

The CBJ Purchasing Division's phone number is 907-586-5215, and fax number 907-586-4561.

## **TABLE OF CONTENTS**

- 1.0 GENERAL INFORMATION**
  - 2.0 RULES GOVERNING COMPETITION**
  - 3.0 PROPOSAL CONTENT REQUIREMENTS**
  - 4.0 EVALUATION OF PROPOSALS**
  - 5.0 SELECTION AND AWARD PROCESS**
  - 6.0 INSURANCE REQUIREMENTS**
  - 7.0 PROTESTS**
  - 8.0 CONSULTANT'S GOOD STANDING WITH CBJ FINANCE DEPARTMENT**
- EVALUATION RANKING SHEET**
- ATTACHMENT 1 – STANDARD CONTRACT**
- ATTACHMENT 2 – FTA TERMS AND CONDITIONS and CERTIFICATIONS**
- ATTACHMENT 3 – DBE PROGRAM**
- ATTACHMENT 4 – PROPOSAL SUBMITTAL CHECKLIST**

## 1.0 GENERAL INFORMATION

This Class 3 Request for Proposals (RFP) defines the scope of the project, explains the procedures for selecting a firm to provide the requested services, and defines the documents required to respond to the RFP.

### 1.1 Purpose

The purpose of this document is to solicit proposals from qualified consultants to provide contract administration and inspection services for the Capital Transit Valley Transfer Station project being constructed under Contract No. BE20-268. Copies of the construction bid documents are available online at: <https://juneau.org/engineering-public-works/current-bids-and-rfps>.

The Class 3 process is used for acquisition of professional service contracts estimated to be more than \$50,000.

### 1.2 Scope of Services

The Consultant shall provide contract administration and all necessary inspection for the Capital Transit Valley Transfer Station project. The Consultant shall ensure that the contractor constructs the work in accordance with the Drawings and Specifications for the Capital Transit Valley Transfer Station, Contract No. BE20-268.

The scope of construction work includes: Construction of a new bus transfer station with a driver breakroom building, rider shelters, a multiuse path and a parking lot. WORK will include new water and sewer services to the breakroom, a new storm drain system, earthwork, concrete flatwork and asphalt paving. WORK will also include coordination with the local utilities to relocate the existing overhead utilities underground.

The site of the work is Tract M-3A, a subdivision of Tract M-3, Mendenhall Mall Subdivision, within U.S.S. 381, Juneau Recording District, Alaska.

### General Contract Administration and Inspection Requirements

The Consultant shall provide contract administration and all necessary inspection to certify that the Contractor constructs the work in accordance with the authorized Drawings and Specifications. The Consultant will assume the duties and responsibilities of the "ENGINEER" and the "Inspector" as defined in the construction documents.

The CBJ will provide the Consultant with up to 2 hard copies of the contract documents and electronic versions of all contract documents. The Consultant is responsible for making any other needed copies at its own expense.

The Consultant will be the sole official CBJ contact with the Contractor.

The primary duties of the Consultant are:

- Inspect and administer the contract
- Ensure project is built as designed
- Keep project cost control

- Keep project schedule control
- Provide accurate and complete as-built drawings

### **Pre-Construction Conference**

In addition to the actions listed below, the Consultant will take any and all actions necessary to successfully carry out the above primary duties. In cooperation with the CBJ, the Consultant will make notifications for the Pre-Construction Conference, provide an agenda for the meeting and provide minutes of the meeting. The Consultant will chair the Pre-Construction Conference.

### **Contract Administration**

- A. The Consultant shall respond promptly to any requests from the CBJ Project Manager to attend a project-related meeting for resolving problems, for providing information, or to testify before the Assembly. The Consultant shall arrange, attend and provide an agenda for weekly status meetings and shall prepare a chart showing project status relative to the Contractor's construction schedule for each meeting. The frequency of the meetings may be reduced if the Contractor, Consultant and Project Manager agree.
- B. The Consultant shall prepare all correspondence and maintain all records necessary to effectively administer the construction project. All project related correspondence shall be furnished to the CBJ Project Manager in a timely manner. This includes Contractor correspondence, change order documents, pay requests, directives, progress reports, daily inspection reports, pay requests and all other correspondence.
- C. The Consultant will provide coordination with adjacent property owners and the public during construction. This includes, but is not limited to: preparation of information pamphlets ("door knockers") on construction activities including providing sufficient notice to residents of interruptions in utility services, driveway and roadway access; construction schedules; and explanations of construction activities and interruptions. The Consultant will also verify that the Contractor has provided required public notices to emergency services agencies, affected public agencies (i.e., affected CBJ departments, AKDOT & PF), and the public of street closures and service interruptions.
- D. The Consultant shall provide notice to all property owners and the CBJ General Engineering Division when new water or sewer permits are obtainable, after all appropriate cleaning and testing of the lines has occurred.
- E. Contract Administration tasks shall be performed by the onsite inspector, as part of their daily inspection routine, to the maximum extent possible to maintain project continuity, maximize the inspector's time spent on the project and minimize Consultant's administrative costs to the project.

### **Inspection Services**

- A. Sufficient inspectors shall be provided by the Consultant to assure all work is properly inspected. Should the Contractor work multiple shifts, the Consultant shall provide additional inspectors as needed to properly inspect the work. The duties,

responsibilities and limitations of authority of the inspectors are described in Section 00700 – General Conditions, Article 9.3 of construction Contract No. BE20-268 Capital Transit Valley Transfer Station. No change in inspection personnel will be allowed without the CBJ Project Manager’s written approval.

- B. The Consultant shall work closely with the Contractor to schedule times and dates when work is occurring. It is not expected that full-time inspection will be required for every phase of the project; however, the Consultant will provide adequate on-site inspection for all critical construction activities. Examples of critical construction activities include, but are not limited to: excavation , installation, bedding, and backfilling (and compaction) of sewer mains, water mains, storm drains, sewer laterals, water services, manholes, catch basins, vaults, lift station s and associated appurtenances; work adjacent to structural foundations, and public and private utilities; placement and compaction of sub-base and base course; paving; placement and finishing of concrete; clearing and grubbing; installation of temporary water services; progress inspections.
- C. Project inspection shall be accomplished with a primary Inspector for purposes of continuity during the project. Leave time scheduled for Inspectors shall be reviewed and approved in writing by the CBJ Project Manager. Inspection personnel shall be as proposed in the response to the RFP.
- D. All project material Inspectors shall be appropriately trained to perform densometer compaction tests and must have sufficient experience to assure compaction of shot rock back fills by visual observation.
- E. The Consultant shall videotape the entire project prior to the beginning of construction, and after construction, prior to final acceptance. The Consultant shall take photographs of all driveways, roadways, culverts, road shoulders, adjacent lands and trees, retaining walls, creeks, existing erosion, etc. that are affected by construction. At the end of the project, the video and photos shall be turned over to the CBJ Project Manager in an acceptable format and on an acceptable medium.
- F. The Consultant’s on-site inspector shall maintain a daily diary of the events occurring. All diaries must be retained by the Consultant until completion of the project, unless required earlier by the City for resolution of a problem. The Consultant’s on-site inspector shall also prepare a daily report summarizing the day’s activities. The format of the daily reports shall be discussed with and approved by the CBJ Project Manager prior to the pre-construction conference. Information contained in the daily report will include, but not be limited to:
  - The weather
  - The number, type and estimated hourly active and standby use of equipment on the project
  - The personnel and respective trades (including all subcontractors) onsite, including hours worked
  - Work in progress, and specific location of work
  - Conflicts and crossing with other utilities, including phone, power, catv, (location and depth)
  - Utility personnel on-site, and hours worked; (CBJ and/or private utility companies)

- Visitors on-site
- Subcontractors working on site
- Inspectors on-site
- Problems encountered by the Contractor
- Problems encountered by the inspector
- Inspector's on-site hours
- Pay item quantities installed each day and approximate location
- List of extra work items
- Material testing reports

One copy of the daily report shall be furnished to the CBJ on a daily basis by email or fax.

- G. The Inspector shall observe all required erosion control features on a daily basis and ensure compliance with the Storm Water Pollution Prevention Plan (SWPPP). The inspector shall immediately notify the contractor and the CBJ Project Manager through a "deficiency notice" of any features which are not in place and functional or are in danger of becoming non-functional, or non-compliant with SWPPP conditions. This section does not relieve the Contractor from their responsibility for all erosion control. The Inspector shall check the Contractor's SWPPP for updates weekly, and notify CBJ if the SWPPP updates are not made by the Contractor.
- H. The Consultant's on-site Inspector shall have a working cellular phone within personal reach at all times during the project's construction. The number will be available to the public.
- I. The Consultant shall provide all necessary supporting activities for inspection. This includes such items as bonuses to employees, transportation, overtime, secretarial support, per diem, final assembly of records for audit by those providing funding, etc.

### **Materials Testing**

- A. The Consultant shall see that all necessary testing is completed properly and in a timely manner, and that any unsatisfactory materials or work are replaced or corrected. The frequency of materials testing shall be in accordance with the CBJ "Materials Sampling and Testing Frequency Guide." Any modifications to the CBJ guide shall be discussed with and approved by the CBJ Project Manager prior to testing. The testing may be done by the Consultant's own forces, or by utilizing a commercial materials testing firm employed by the Consultant. The project Inspector shall obtain samples as required for testing. All materials shall be sampled, tested and approved prior to final acceptance. Compaction of native material, trench backfill, subbase, base, and asphalt concrete shall be documented by an approved testing method. If the imported subbase is more than 12-inches in depth, the material shall be tested at depths not exceeding 12 inches. Minimum field tests for concrete include, but are not limited to, air, slump, and 28-day cylinder breaks.
- B. A copy of all test reports and results shall be submitted to the CBJ Project Manager by fax or email when they are received by the Consultant. Additionally, Consultant shall submit a summary of test reports, results and calculations in the form of a spreadsheet or database at the end of each month, unless requested earlier by the CBJ Project Manager.

C. Notification of test results not meeting the standards shall be submitted to CBJ immediately, and careful consideration made as to stopping work until further testing (of site, i.e., at the plant, at the material stockpile, etc.) shows that the material is within specification. The Consultant shall work with the CBJ Project Manager to determine the appropriate course of action.

### **Quality Control**

The Consultant will review all submittals and shop drawings to assure conformance with the Drawings, Specifications, and design intent.

Any work performed which deviates from the Drawings and Specifications shall be brought to the Contractor's attention at once. If corrections are not immediately made, the Inspector shall deliver a written "deficiency notice" to the Contractor along with the notification that uncorrected work will not be accepted by the CBJ. A copy of the Notice of Deficiency will be immediately sent to the CBJ Project Manager.

The Consultant is responsible for certifying that each item or section of the work was completed in accordance with the Drawings and Specifications prior to such item or section being covered by other work. By signing each pay request, the Consultant will certify to the CBJ Project Manager that each included item or section of the work was completed in accordance with the Drawings and Specifications.

Any work beyond or deviating from that covered by the Drawings and Specifications must be authorized by a properly executed Change Order. Change Orders are to be submitted only for:

- Changed conditions of site
- Design errors and/or omissions
- City directive
- Contractor's request: ONLY when clear benefit to the City results, usually cost reduction

All Change Order work must be approved by the CBJ in writing before the Change Order work begins. If there is not sufficient time to obtain a signed Change Order before the work must be accomplished, a Field Order shall be used with the CBJ approval. Any additional work authorized by the Consultant without following the proper Change Order or Field Order procedures may result in the cost of work being charged to the Consultant.

The Consultant is responsible for all administration and inspection required to expedite and execute necessary Change Order work, including, but not limited to, correspondence, Contractor fee negotiations, documentation of Contractor's time and materials reports, Change Order forms, and support of need for the change.

### **Project Cost Control**

The Consultant shall prepare all necessary documents to support periodic pay estimates for the work accomplished by the Contractor. All payments to the Contractor will be made by the CBJ. The Contractor shall not be paid in full for any item that is not complete, accepted, and available for its intended use. Two weeks prior to submission of a



Contractor's request for a progress payment, and if the services is requested by the CBJ Project Manager, the Consultant shall provide to the CBJ a reasonably accurate draft of the progress payment estimate which will be needed to cover the Contractor's progress payment.

### **Project Schedule Control**

The Consultant will see that the Contractor submits a construction schedule and plan of operations as required in Section 01010 – Summary of Work of the Contract Documents and meets those schedules, or revises them as necessary to stay within completion dates, and will notify the CBJ and Contractor of significant schedule changes and foreseeable problems in meeting the completion date.

### **As-Built Drawings**

The Consultant will obtain field as-built measurements. The Consultant will provide up-to-date as-built drawings as the project progresses. The final as-built drawings shall be submitted as electronic files in AutoCAD 2020 format and one signed set in .pdf format, and four (4) sets of signed full size paper copies.

- As-Built shall include: At a minimum the following sheets: cover sheet, legend, abbreviations, general notes, typical sections, details, and plan sheets;
- Accurate mapping of utility mains and service locations;
- Accurate swing ties for water, sewer, and storm drainage are to include a minimum of two (2) swing ties to service connections, stubs, saddles, corp. stops, sewer and storm drain wyes, utility conflicts, water valves, bends, connections to differing materials, and other items as encountered;
- Sewer service wyes may be measured along the sewer line run and clearly shown as a distance from the downstream manhole;
- Swing ties shall be measured from permanent prominent objects, fire hydrants, building corners, etc. Property corner monuments, fences, and trees shall not be used;
- Swing ties shall not exceed 100' except in extreme cases as approved by the City in advance;
- Drawings shall be produced in a clear legible format with small scale (zoomed in) views as necessary for illustrating areas of high detail. Drawings shall include all utilities on a single sheet;
- Drawings shall be layered with swing ties for each utility on its own layer (i.e., water swing tie layer, sewer swing tie layer, storm swing tie layer, conflict swing tie layer, etc.)

All original records shall be furnished to the CBJ Project Manager within 60 days of construction completion. The Consultant shall submit approved final as-built drawings to the CBJ Project Manager before submitting a request for final payment under this Contract.

### **1.3 Completion**

The Consultant's contract performance period will depend on the Contractor's schedule, which will depend on the time allowed in the construction contract to accomplish the work.

This time can be changed by a formal Change Order. The Contractor may elect to accelerate the work, thus shortening the performance period.

The Consultant's contract performance period will extend beyond the completion date of the construction contract, since the Consultant's duties include preparation of the final Change Order and submitting the final pay estimate and as-builts, as well as organizing all project documentation and delivering same to the CBJ.

All services shall be completed by July 31, 2022.

#### **1.4 Background**

Juneau is Alaska's Capital City. The CBJ municipal offices are located at 155 South Seward Street, Juneau, Alaska 99801. The Engineering Department is located on the 3rd Floor of the Marine View Center, 230 South Franklin Street, Juneau, Alaska.

#### **1.5 Questions**

Questions regarding this proposal should be directed to:

Greg Smith, Contract Administrator  
City and Borough of Juneau  
ENGINEERING DEPARTMENT  
Marine View Center – 3<sup>rd</sup> Floor  
230 South Franklin Street  
Juneau, Alaska 99801

email: [Greg.Smith@juneau.org](mailto:Greg.Smith@juneau.org)  
Telephone: (907) 586-0800 ext. 4194  
Fax: (907) 586-4530

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

#### **1.6 Standard Contract Language**

Attached to this RFP is the CBJ's standard contract (Attachment 1) which should be carefully reviewed by proposers, as it is the form of agreement that the CBJ intends that the selected Consultant sign in the event of acceptance of its proposal.

#### **1.7 Federal Transit Administration (FTA) Terms**

See Attachment 2 for the FTA Terms and Conditions.

#### **1.8 Disadvantaged Business Enterprise (DBE)**

See Attachment 3 for the DBE regulations and requirements.

### **2.0 Rules Governing Competition**

#### **2.1 Pre-Proposal**

Proposers should carefully examine the entire RFP and any addenda thereto, and all related materials and data referenced in the RFP. Proposers should become fully aware of the nature of the services requested and the conditions likely to be encountered in performing the services.

## **2.2 Proposal Development**

The content of proposals will be kept confidential until the selection of the Consultant is publicly announced. All materials submitted in response to this RFP will become the property of the CBJ. Proposals shall be retained for the official files of the Engineering Department and will become public record after announcement of the successful Proposer. The CBJ reserves the right to reject any or all proposals. Proposals are to be prepared in such a way as to provide a straightforward, concise delineation of the Proposer's capabilities to satisfy the requirements of this RFP. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.

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

Submission of a proposal indicates acceptance by the proposer of all the terms, conditions and specifications contained within the RFP. Proposals must be received no later than the date and time specified in the cover letter. Proposals not received by the date and time specified in the cover letter will not be considered.

## **2.3 Disclosure of Proposal Contents.**

The City and Borough of Juneau, a municipal corporation and political subdivision of the State of Alaska, is subject to the Alaska Public Records Act codified at AS 40.25.100-220, and the public records provisions in the CBJ Charter, section 15.7. The contents of proposals submitted in response to this RFP will be kept confidential until the top ranked proposer is announced. Immediately following announcement, all proposals become public information. Trade secrets and other proprietary data contained in a proposal may be held confidential, to the extent allowed by law, by the Purchasing Officer, upon request in writing by a proposer. Material considered confidential by the proposer must be clearly identified and marked (page, section, etc) by the proposer, and the proposer must include a brief statement that sets out the reasons for confidentiality. Marking the entire proposal confidential is not acceptable and may be cause for the City to reject your proposal as non-responsive.

## **3.0 PROPOSAL CONTENT REQUIREMENTS**

The response to this RFP shall be in letter form, not more than seven (7) numbered pages in length. The information requested below should be organized in the manner specified in order to achieve a uniform review process and obtain the maximum degree of comparability for the Selection Committee. Attachment 4 must be submitted with the Proposal and outlines all documents that shall be submitted in order to be considered responsive.

- Proposed Method to Accomplish the Project: Proposal shall demonstrate an understanding of the requested scope of services. Include proposed work schedule and methodology for accomplishing the project, showing insight to the specific details of the project.

- Organization and Capacity of the Firm: Identify the consultant team proposed for this project and demonstrate their ability to perform the desired services within the established schedule. The proposal should discuss the current workload of staff proposed for the requested services.
- Firm's Representation: The proposal shall specify readily available personnel to accomplish the desired services. Key personnel shall be named and their roles within the project clearly identified. Other project commitments of key personnel shall also be identified. The level of involvement should be displayed in a way which is consistent with the scale of the project. The qualifications of personnel shall be included.
- Firm's Experience with Similar Projects: Proposal should include a list of projects of similar scale and scope, succinctly described, that were worked on by the people proposed for this project.
- Quality of the Proposal: Evaluation will include the clarity and professional quality of the document(s) submitted.
- Licenses: Professional registrations in the State of Alaska at the time of proposal submission is required (Alaska Statute 08.48.281). If a corporate license is held, the professional licensed in the State of Alaska (in order to obtain a corporate license) must be in responsible charge of the project, as well as the professional stamping the work. All survey work involving property or boundary surveys must be stamped by a Professional Land Surveyor licensed in the State of Alaska. All reports prepared by a registered professional licensed in the State of Alaska must be stamped by the registered professional. The proposal must include a statement indicating that all required corporate, all required professional occupational licenses and all other necessary licenses/certifications are currently held. License/certification numbers must be provided.
- Acknowledge Receipt of All Addenda: Failure to acknowledge addenda may result in the proposal being considered non-responsive and subject to rejection.
- Resumes: Resumes may be attached to the proposal as appendices and will not be included in the page count for proposals. ***Limit resume length to one page per person.***

## 4.0 EVALUATION OF PROPOSALS

### 4.1 Criteria

Proposals will be evaluated and scored, using the criteria on the EVALUATION/RANKING page, found at the end of this document, in order to ascertain which proposal best meets the needs of the CBJ. The items to be considered during the evaluation and the associated point values are located on the EVALUATION/RANKING sheet at the end of this RFP.

## 4.2 Evaluation Data

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

### 4.2.1 Proposed Method to Accomplish the Project (40%)

- a. Proposer exhibits a complete understanding of the project and requested deliverables. **Scoring Weight 10%.**
- b. Proposer identifies general or specific problems that may be encountered during Valley Transfer Station Construction and states how they intend to handle the identified situations. **Scoring Weight 15%.**
- c. Proposer explains how they will ensure that the inspection services they provide for this project meet CBJ's quality expectations. **Scoring Weight 15%.**

### 4.2.2 Organization, Capacity of Firm and Personnel Qualifications (25%)

- a. Proposer's organization and the ability to perform the desired services within the established schedule. **Scoring Weight 10%.**
- b. Proposer's experience and performance with similar projects. **Scoring Weight 15%.**

### 4.2.3 Relevant Experience and Past Record of Performance (30%)

- a. Proposed team members' qualifications. **Scoring Weight 15%.**
- b. Firm's past record of performance. **Scoring Weight 10%.**
- c. Team Efficiency. **Scoring Weight 5%.**

### 4.2.4 Quality of the Proposal (5%)

Is proposal clear and concise? Is proposal responsive to the needs of the project? Evaluation will include the clarity and professional quality of the document(s) submitted.

## 4.3 Evaluation Process

Evaluation of the proposals will be performed by a committee selected by the City and Borough of Juneau. The intent of the CBJ is to make award based on written proposals.

## 5.0 SELECTION AND AWARD

An evaluation committee will review, evaluate, score and rank proposals, in accordance with criteria identified below and the Evaluation/Ranking sheet located at the end of this RFP. Clarification of submitted material may be requested during the evaluation process. Interviews by telephone with top ranked Proposers may also be conducted at the discretion of the evaluation

committee. If necessary, in-person interviews will be conducted. Finalists will be notified and informed of interview requirements. In the event of a tie in the ranking totals, only the raw scores of the Proposers who are tied will be totaled to determine the appropriate ranking. The successful Proposer will be invited to enter into contract negotiations with CBJ. Upon conclusion of successful negotiations and compliance with any pre-award obligations, award will be made in the form of a contract and a purchase order, if appropriate, will be sent to the Consultant. If an agreement cannot be reached during the negotiation process, the City will notify the Proposer and terminate the negotiations. Negotiations may then be conducted with the next Proposer in the order of its respective ranking.

## **6.0 INSURANCE REQUIREMENTS**

The insurance requirements for this project are specified in Attachment 1 – Sample Contract, under Appendix C.

## **7.0 PROTESTS**

The protest period begins with the posting of a notice of apparent successful proposer, in the CBJ Purchasing Division.

Protests shall be executed in accordance with CBJ Ordinance 53.50.062 PROTESTS and 53.50.080 ADMINISTRATION OF PROTEST. Copies of the ordinances describing protest procedures are available from the CBJ Purchasing Division, 155 South Seward Street, Juneau, Alaska. Questions concerning protests or protest procedures should be directed to the CBJ Purchasing Officer at 907-586-5215 ext. 4071. CBJ Ordinance 53.50 can be viewed electronically at the following internet address: [www.juneau.org/law](http://www.juneau.org/law).

## **8.0 CONSULTANT'S GOOD STANDING WITH CBJ FINANCE DEPARTMENT**

Consultants must be in good standing with the CBJ prior to award, and prior to any contract renewals, and in any event no later than **seven business days** following notification by the CBJ of intent to award. **Good standing** means: all amounts owed to the CBJ are current and the Consultant is not delinquent with respect to any taxes, fees, assessment, or other monies due and owed the CBJ, or a Confession of Judgment has been executed and the Consultant is in compliance with the terms of any stipulation associated with the Confession of Judgment, including being current as to any installment payments due; and Consultant is current in all CBJ reporting obligations (such as sales tax registration and reporting and business personal property declarations). Failure to meet these requirements may be cause for rejection of your proposal. To determine if your business is in good standing, or for further information, contact the CBJ Finance Department's Sales Tax Division at (907) 586-5215 for sales tax issues, Assessor's Office at (907)586-5215 for business personal property issues, or Collections Division at (907) 586-5215 for all other accounts.

Section	Criteria - Per SECTION 4.2 of RFP	Criteria Weight	Outstanding (10 points)	Adequate To Good (6 7 or 8 points)	Marginally Acceptable (3 or 4 points)	Unacceptable (0 or 1 point)	Sub Total
4.2.1	Proposed Method to Accomplish the Project.						
a.	Proposer exhibits a complete understanding of the project and requested deliverables.	10					
b.	Proposer Identifies general or specific problems that may be encountered during construction and states how they intend to handle the identified situations	15					
c.	Proposer explains how they will ensure that the inspection services they provide for this project meet CBJ's quality expectations.	15					
4.2.2	Organization and Capacity of Firm						
a.	Organization and ability to perform services within desired schedule	10					
b.	Proposer's experience and performance with similar projects.	15					
4.2.3	Relevant Experience						
a.	Team member/personnel qualifications	15					
b.	Past record of performance	10					
c.	Team efficiency.	5					
4.2.4	Quality of Proposal	5					
<b>GRAND TOTAL</b>							

Scoring

No scores using 2, 5, 9

Outstanding = 10

Adequate to Good = 6, 7, 8

Marginally Acceptable = 3 or 4

Unacceptable or Poor = 0 or 1

Juneau Proposer Points awarded by Contracts Division = 10 or 0 points

Maximum Score Achievable = 1,000

Evaluator \_\_\_\_\_ Rank \_\_\_\_\_ Date \_\_\_\_\_



## ATTACHMENT 1

### PROFESSIONAL SERVICES CONTRACT CONTRACT ADMINISTRATION and INSPECTION SERVICES for the CAPITAL TRANSIT VALLEY TRANSFER STATION RESOLICITATION Contract No. RFP E22-084

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

**Witnesseth:**

**Whereas,** the City desires to engage the Consultant for the purpose of rendering certain professional services, and

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

**Now, Therefore,** the parties agree as follows:

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

**2. SCOPE OF SERVICE.** The Consultant shall carry out in a professional and prudent manner all of the services required by the Contract. These services include all of the services described in Appendix A. Consultant will diligently proceed with the Scope of Services, and will provide such services in a timely manner.

**3. PERSONNEL, EQUIPMENT, SUPPLIES, AND LICENSES.**

(A) Except as noted in Appendix A, the Consultant represents that it has or will secure at its own expense all personnel, equipment, and supplies required in performing the services under this Contract.

(B) All of the services required hereunder will be performed by the Consultant or under its supervision.

(C) None of the work or services covered by this Contract shall be subcontracted without prior written approval of the Contract Administrator.

(D) Consultant warrants that it is fully licensed under all applicable local, state, and federal laws to perform the services to be provided hereunder.



**4. TIME OF PERFORMANCE.** The services of the Consultant are to commence after the execution of the Contract and issuance of Notice to Proceed and Purchase Order. All work shall be completed no later than the time specified in Appendix A. Amendment to this Contract may be made upon mutual, written agreement prior to the contract expiration date.

**5. REPORTING.** Except as authorized within Appendix A, the City's primary representative for this Contract shall be Alec Venechuk, PE. The City Manager shall be an alternate representative. The City shall not be liable for Consultant's expenses incurred in reliance on directions received from any other municipal officer or employee. The Consultant's representative shall be \_\_\_\_\_.

**6. COMPENSATION.** The City agrees to pay the Consultant according to the schedule attached as Appendix B. The Consultant's estimated fee schedule is attached to Appendix B.

**7. TERMINATION OF CONTRACT FOR CAUSE.** If, through any cause, except causes beyond the control of the Consultant, the Consultant shall fail to fulfill in a timely and proper manner its obligations under this Contract; or if the Consultant shall violate any of the covenants, agreements, or stipulations of this Contract, the City shall have the right to terminate this Contract by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least ten days before the effective date of such termination. In that event, all finished or unfinished documents, or other data, in whatever form, prepared by the Consultant under this Contract shall, at the option of the City, become its property, and the Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and materials, not to exceed the Contract amount.

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

**9. CONTRACT AGREEMENT.** All parties mutually agreed to the terms of this Contract. The Contract should not be construed in favor of or against any party. This Contract contains the entire agreement between the parties; there are no other promises, terms, conditions, or obligations other than those contained herein; and this Contract shall supersede all previous communications, representations or agreements, either oral or written, between the parties.

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

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

**12. CONFLICTS OF INTEREST.** Consultant agrees that no employee of the City who has exercised or will exercise any authority over the specifications, procurement, supervision or payment for this Contract, and no member of the employee's immediate family, has had or will have any direct or indirect financial interest in this Contract. If the Consultant learns of any such

interest, the Consultant shall without delay inform the City Attorney or one of the officers specified in Paragraph 5.

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

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

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

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

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

**18. 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 City, shall carry a City notation or logo as directed by the City.

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

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

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

**21. INSURANCE REQUIREMENTS.** Consultant has secured and agrees to keep and maintain in full force and effect, at its own expense, the insurance approved by CBJ Risk Management as outlined in Appendix C. At least 30 days prior to the cancellation, non-renewal



**APPENDIX A: SCOPE OF SERVICES  
CONTRACT ADMINISTRATION and INSPECTION SERVICES for the  
CAPITAL TRANSIT VALLEY TRANSFER STATION RESOLICITATION  
Contract No. RFP E22-084**

The Consultant shall provide contract administration and inspection services for the Capital Transit Valley Transfer station project being constructed under Contract No. BE20-268.

**PERSONNEL:** The Consultant's primary personnel for this work will be:

**The completion date for this project is July 31, 2022.**

**This contract expires on December 31, 2022, unless an amendment changing this date is fully executed prior to December 31, 2022.**

STANDARD CONTRACT

**APPENDIX B: COMPENSATION**  
**CONTRACT ADMINISTRATION and INSPECTION SERVICES for the**  
**CAPITAL TRANSIT VALLEY TRANSFER STATION RESOLICITATION**  
**Contract No. RFP E22-084**

***Amount of Payment***

**Lump Sum**

Consultant shall be compensated a lump sum amount of \$ \_\_\_\_\_ for satisfactory performance of all [or specific services] services described in this contract.

**Time and Materials**

Consultant shall be compensated based on time and materials, a not-to-exceed amount of \$ \_\_\_\_\_ for satisfactory performance of \_\_\_\_\_ services described in this contract.

Hourly rates shall remain the same for the life of this contract including all amendments, unless the Consultant requests a rate increase. Hourly rate increases may be negotiated on a yearly basis and shall not exceed the percentage increase of the Anchorage Consumer Price Index.

The total Contract amount shall be \$ \_\_\_\_\_

***Method of Payment***

**Monthly** Payable within 30 days of receipt of an invoice approved by the project manager and progress report stating the amount of services completed.

***Consultant Invoice Requirements***

- Itemized invoices must be submitted that indicate the services performed.
- Invoices for this contract must be submitted separately from invoices for services performed under any other contract(s).
- Invoices must include the CBJ Contract Number and Purchase Order numbers.

***Compensation Based on Time and Materials***

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

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

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

Compensation for expenses shall be an amount equal to reimbursable expenses approved in

Attachment 1 – Standard Contract  
Contract No. RFP E22-084 for CA&I Services for the Capital Transit Valley Transfer Station Resolicitation  
with \_\_\_\_\_

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

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

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

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

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

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

- ◆ Airline tickets should be purchased at the 14 day advanced purchase price. The CBJ will not pay for First Class travel. Any deviation shall be approved in writing in advance by the CBJ Project Manager.
- ◆ Per diem meal allowance shall be: \$60.00 (\$12.00 for breakfast, \$16.00 for lunch and \$32.00 for dinner).
- ◆ The Consultant shall stay at the hotel with a daily rate not to exceed \$150.00.
- ◆ Travel agent fees, tips, alcohol or bar tabs shall not be paid by the CBJ.
- ◆ Car rental, parking, and taxi fees shall be reasonable and not excessive. This reimbursement is for services in Juneau only. Parking fees, etc. outside of Juneau will not be reimbursed.

**APPENDIX C: INSURANCE REQUIREMENTS**  
**CONTRACT ADMINISTRATION and INSPECTION SERVICES for the**  
**CAPITAL TRANSIT VALLEY TRANSFER STATION RESOLICITATION**  
**Contract No. RFP E22-084**

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

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

**Commercial General Liability Insurance.** The Consultant must maintain Commercial General Liability Insurance in an amount it deems reasonably sufficient to cover any suit that may be brought against the Consultant. This amount must be at least one million dollars (\$1,000,000.00) per occurrence, and two million dollars (\$2,000,000.00) aggregate.

**This insurance policy is to contain, or be endorsed to contain, additional insured status for the CBJ, its officers, officials, employees, and volunteers.** If Additional insured status is provided in the form of an endorsement to the Contractor's insurance, the endorsement shall be at least as broad as ISO Form CG 20 10 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used).

**Professional Liability Insurance.** The Consultant must maintain Professional Liability Insurance in an amount not less than one million dollars (\$1,000,000.00) aggregate to protect the Consultant from any claims or damages for any error, omission, or negligent act of the Consultant, the Consultant's firm and employees. This requirement applies to the Consultant's firm, the Consultant's subcontractors and assignees, and anyone directly or indirectly employed to perform work under this contract.

**Workers Compensation Insurance.** The Consultant must maintain Workers Compensation Insurance to protect the Consultant from any claims or damages for any personal injury or death which may arise from services performed under this contract. This requirement applies to the Consultant's firm, the Consultant's subcontractors and assignees, and anyone directly or indirectly employed to perform work under this contract. The Consultant must notify the City as well as the State Division of Workers Compensation immediately when changes in the Consultant's business operation affect the Consultant's insurance status. Statutory limits apply to Workers Compensation Insurance. The policy must include employer's liability coverage of one hundred thousand dollars (\$100,000.00) per injury, and five hundred thousand dollars (\$500,000.00) policy limits. **If the Consultant is exempt from Alaska Statutory Requirements, the Consultant will provide written confirmation of this status in order for the City to waive this requirement. The policy shall be endorsed to waive subrogation rights against the City.**

**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.

# **ATTACHMENT 2 – FTA TERMS AND CONDITIONS**

(C3) RFP E22-084  
Contract Administration and  
Inspection Services for the  
Capital Transit Valley Transfer Station Resolicitation



## **Disadvantaged Business Enterprises**

a. It is the policy of the U.S. Department of Transportation and CBJ that Disadvantaged Business Enterprises (DBEs) as defined in 49 C.F.R. part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or part with federal funds under this contract. Consequently, the DBE requirement of 49 C.F.R. applies to this contract.

b. The CONTRACTOR or subcontractor shall not discriminate on the basis of race, color, natural origin, or sex in the performance of this contract. The CONTRACTOR shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

c. DBEs will be encouraged and afforded full opportunity to actively solicit information concerning this project and to submit bids and or proposals.

## **Prompt Payment**

Alaska Statute 36.90.210 (a) states: The prime contractor and a subcontractor on a public construction or public works contract shall include in a subcontract between the prime contractor and subcontractor for the public construction or public works a clause that requires the prime contractor to pay (1) the subcontractor for satisfactory performance under the subcontract within eight working days after receiving payment from which the subcontractor is to be paid. (b) states: A subcontractor on a public construction or public works contract shall include in each subcontract under which a person agrees to provide the subcontractor with services, other than as an employee, or supplies to be used in the public construction or public works project a clause that requires the subcontractor to pay (1) the person for satisfactory performance under the subcontract within eight working days after receiving payment from which the person is to be paid This clause applies to both DBE and non-DBE subcontracts.

## **Governmentwide Debarment and Suspension**

By signing and submitting its bid or proposal, the offeror certifies as follows:

The certification in this clause is a material representation of fact relied upon by CBJ. If it is later determined that the bidder or offeror knowingly rendered an erroneous certification, in addition to remedies available to CBJ, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or offeror agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer.

The bidder or offeror further agrees to include a provision requiring such compliance in its lower tier covered transactions.

## **Notification Related to Fraud, Waste, Abuse, or Other Legal Matters**

If a current or prospective legal matter that may affect the Federal Government emerges, the CONTRACTOR must promptly notify CBJ so that it can notify the Federal Government. The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason. Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.

The CONTRACTOR agrees to include a similar notification requirement in subcontracts exceeding \$25,000 financed in whole or in part with federal assistance provided by FTA and must require each subcontractor to include an equivalent provision in its federally assisted subcontracts exceeding \$25,000.

## **Lobbying Restrictions**

The CONTRACTOR agrees to:

- a. Refrain from using Federal assistance funds to support lobbying,
- b. Comply and assure the compliance of each SUBCONTRACTOR at any tier, with U.S. DOT regulations, "New Restrictions on Lobbying," 49 C.F.R. Part 20, modified as necessary by 31 U.S.C. § 1352.
- c. Comply with Federal statutory provisions to the extent applicable prohibiting the use of Federal assistance funds for activities designed to influence Congress or a State legislature on legislation or appropriations, except through proper, official channels.

## **Clean Air**

- a. The CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 through 7671q. The Contractor agrees to report each violation to CBJ and understands and agrees that CBJ will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- b. The CONTRACTOR also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

## **Clean Water**

- a. The CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Water Act, as amended, 33 U.S.C. §§1251 through 1377. The Contractor agrees to report each violation to CBJ and understands and agrees that CBJ will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- b. The CONTRACTOR also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

### **Certification Regarding Lobbying**

The Consultant certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The Consultant shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Consultant's Authorized Representative: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

# **ATTACHMENT 3 – DBE PROGRAM**

(C3) RFP E22-084  
Contract Administration and  
Inspection Services for the  
Capital Transit Valley Transfer Station Resolicitation

## Disadvantaged Business Enterprise (DBE) Requirements

This information will assist you in meeting the AKDOT&PF's Disadvantaged Business Enterprise (DBE) requirements. For simplicity, many of the regulations have been paraphrased; however, the actual laws apply and are incorporated by reference.

The CBJ shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. CBJ shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts.

The DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the CBJ of its failure to carry out its approved program, USDOT may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

The CONSULTANT, or Subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The CONSULTANT shall carry out applicable requirements of 49 CFR part 26 in the award and administration of USDOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the recipient deems appropriate.

The CONSULTANT agrees to pay each Subconsultant under this Contract for satisfactory performance of its contract no later than 8 days from the receipt of each payment the CONSULTANT receives from the CBJ. Payment shall not be delayed or withheld from any Subconsultant without prior written approval from the CBJ Project Manager. The CONSULTANT agrees further to return retainage payments to each Subconsultant within 8 days after the Subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of OWNER. This clause applies to both DBE and non-DBE Subconsultants.

The CONSULTANT agrees to comply with AS 36.90.210.

**General Requirements.** For your Proposal to be considered, all Proposers, must provide *at time of submission*:

- DBE Statement Form;
- Bidder's Registration for Prime Consultant;
- DBE Contact Report;
- DBE Commitment forms for each Subconsultant, if the DBE goal is met;
- Summary Good Faith Effort Documentation, if the DBE goal is not met;

*Prior to signing a contract*, the awarded consultant shall submit:

- DBE Utilization Report;
- Bidder's Registration Form for all Subconsultants.

**Summary of Goals.** At least **5.92%** of the value of this contract must go to Disadvantaged Business Enterprises.

For assistance with DBE requirements, contact the CBJ Contracts Administrator (907)586-0800. The office is located in the Engineering Department of the City and Borough of Juneau, 155 South Seward Street, Juneau, Alaska 99801, FAX: (907) 586-4530.

**A. Who is eligible as a DBE?** To qualify as a DBE, the firm must meet the federal eligibility requirements of 49 CFR 26. This means the firm must be **small, independent and at least 51% owned by minorities, women, or disadvantaged persons. The qualifying owner must control the business enterprise's day-to-day operations.**

The proposed DBE must be certified by the State of Alaska DOT&PF at the time proposals are due.

The DBE may act as a prime CONSULTANT, Subconsultant, joint venture partner, or supplier. To be counted toward a goal the DBE must perform a commercially useful function (see D of this section).

**B. DBE % Goals.** To calculate the minimum dollar value for DBE participation, multiply the total contract price by the goal percentage.

**C. How to obtain DBE participation.** Prior to the scheduled pre-proposal conference, solicit DBE participation to meet the goal, even if your firm is capable of doing all the work. Prior to proposal due date, you must meet the goal or prove good faith efforts to meet the DBE goal. Good faith efforts include, but are not limited to the following:

- Advertise subcontracting opportunities in newspapers, trade publications and minority-focus media. Contact local minority organizations and other agencies that recruit and place DBEs. (Organization contact lists are available upon request.)
- Review and use the directories of certified DBEs available from the State of Alaska Department of Transportation and Public Facilities Civil Rights Office. Contact them at (800) 770-6236. The DBE Directory is also available on the ADOT & PF website at [www.dot.state.ak.us](http://www.dot.state.ak.us).
- Solicit DBEs in Juneau, Southeast Alaska, Alaska, and if necessary in the Pacific Northwest and other areas. You are encouraged to use Juneau-area DBE firms when possible.
- Contact specific DBEs in writing, giving enough time for effective participation. Follow-up initial contacts. Execute subcontracts in a timely manner.
- Break down contracts into units that allow DBE participation and will increase your ability to meet the goals. This may include portions of work normally reserved for your firm.
- Negotiate in good faith with DBEs for specific subconsultant work. Do not reject them as unqualified without a thorough investigation of their capabilities. Fees by DBEs must only be **reasonable**, not low. A reasonable price is one that would be accepted if it were the only offer.
- Provide DBEs with information about the work.
- Attend the pre-proposal conference to review DBE and EEO requirements.

**D. How to count DBE participation.** The goal for DBE participation must be met, even if you can perform the entire contract. If your firm is a DBE, you will be credited for that portion of the contract for which

you perform a commercially useful function and that portion subcontracted to other disadvantaged firms. For example, if a DBE prime CONSULTANT proposes to perform 60% of a Project quoted at \$500,000.00 and subcontracts 20% to a majority firm and 20% for another DBE, participation will be 80% for DBEs in the project (60 + 20) or \$400,000.00.

Joint Venture. You may submit a joint venture proposal with a DBE for the services required. The DBE partner must already be certified by the ADOT&PF. The portion of the total dollar value of a contract equal to the percentage of the ownership, control and performance of work by the DBE partner in the joint venture agreement will count toward goal attainment. Where the percentage differs for these three elements, participation shall be measured by the percentage of work performed by the DBE partner. For example, if a joint venture proposes to perform 100% of a project quoted at \$500,000, and 40% of the work is performed by the DBE partner, participation will be credited as 40% of the work or \$200,000. Another typical example would be the same joint venture proposing to perform 80% of a project quoted at \$500,000, and 20% of the ownership, control, and work performance by the DBE partner in the joint venture, with the remaining 20% of the contract performed by another majority firm; so that DBE participation would be credited at \$80,000 or 16% of the total contract work.

Negotiated Subcontracts. You must solicit DBE participation for meaningful portions of the work. You may use the competitive price method for DBE participation, however, do not rely solely on this process to utilize disadvantaged firms. You may also negotiate for DBE participation, keeping in mind that DBE rates need only be reasonable to be considered. If the goal is not met, the City evaluates the good faith efforts of the Consultant. Typically, the value of subcontracts with DBEs count 100% towards goals, (see below).

Regular Dealers or Suppliers and Manufacturers. You may count 60% of the cost to a DBE supplier (or regular dealer) who performs a commercially useful function in the supply process. If the supplier is also a manufacturer, or substantially alters the goods before resale, you may count 100% of the cost. Brokers and packagers shall not be regarded as manufacturers, regular dealers, or suppliers.

- A manufacturer is a firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the CONSULTANT.
- A supplier (or regular dealer) is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials or supplies required for the performance of the contract are bought, kept in stock, and regularly sold to the public in the usual course of business. To be a supplier, the firm must engage in, as its principal business, and in its own name, the purchase and sale of the products in question. A supplier in such bulk items as steel, cement, gravel, stone, and petroleum products need not keep such products in stock, if it owns or operates distribution equipment.

Other DBE Services. The fees charged for delivery of materials and supplies required on a job site (but not the cost of the materials and supplies themselves) when the hauler, trucker, or delivery service is not also the manufacturer of or a regular dealer in the materials or supplies, provided that the fee is determined by the OWNER to be reasonable and not excessive as compared with fees customarily allowed for similar services.

Substitution. A DBE Subconsultant may only be replaced for failure to perform. You must make a good faith effort to use another certified DBE. You must get the City Engineer's written approval before replacement.

Commercially Useful Function. The DBE must perform a commercially useful function. This means the DBE is responsible for execution of a distinct element of the work of a contract and carrying out its

responsibilities by actually performing, managing, and supervising the work involved. The DBE may not, without prior approval: subcontract out portions of its work, act as an employee of another CONSULTANT on the project, or allow another CONSULTANT to coordinate its paperwork, employees, supplies, equipment, etc. Both the DBE and the CONSULTANT involved may be liable, if the DBE is not used as an independent CONSULTANT, or their role results in artificially inflated goal attainment.

#### **E. GOOD FAITH EFFORTS (GFE).**

- a. Good Faith Effort Criteria.** When a Consultant fails to meet DBE Utilization Goals, the Contract Administrator will use the following criteria to judge whether they have demonstrated sufficient Good Faith Effort to be eligible for award of the contract.

- (1) Consider All Subcontractable Work.** The Consultant shall seek DBE participation for subcontractable work
- (2) Initial DBE Notification.** All DBEs listed in the Department's current DBE Directory that have a "Yes" under Required GFE Contact and "Yes" under the specific Work Area (Region) must be contacted at least seven calendar days prior to proposal due date. Each contact with a DBE firm will be logged on a Contact Report.

The proposer must give DBEs at least five calendar days to respond. The proposer may reject DBE proposals received after the deadline. Such a deadline for submission by DBEs will be consistently applied.

The only acceptable methods of initial and follow up notification are:

- (a) By fax with a confirmation receipt of successful transmission to the DBEs fax number listed in the DBE Directory. A fax transmission without receipt of successful transmission is unsatisfactory.
- (b) By email with confirmation of successful receipt by DBEs email address listed in the DBE Directory. Email without confirmation of successful receipt is unsatisfactory.
- (c) By U.S. Mail to the DBEs address listed in the DBE Directory with a return receipt requested. Letters mailed without a return receipt signed by the DBE or DBE Key employee are unsatisfactory. Delivery confirmation with evidence of successful delivery is an acceptable substitute for Return Receipt.
- (d) By telephone solicitation with a record of the date and time of the telephone call made to the DBEs telephone number listed in the DBE Directory. Telephone solicitation without a record of date and time is unsatisfactory.
- (3) Non-Competitive DBE Quotes.** DBE rates more than 10 percent higher than an accepted non-DBE rate will be deemed non-competitive, provided they are for the exact same work or service.

All evidence in support of a non-competitive rate determination must be provided at the time of the Good Faith Effort submittal. When a DBE rate is rejected as being non-competitive, the work must be performed by the non-DBE subconsultant whose rate was used to provide the basis of the determination. Payments received by the non-DBE subconsultant during the execution of the Contract shall be consistent with the accepted rate quoted. This does not preclude increases due to change documents issued by the Owner.



**(4) Assistance to DBEs.** Consultants must provide DBEs with:

- (a) Information about insurance required by the Consultant.
- (b) Information about securing equipment, supplies, materials, or related assistance or services.
- (c) Adequate information about the requirements of the contract regarding the specific item of work or service sought from the DBE.

**(5) Follow-up DBE Notifications.** Contact the DBEs to determine if they will be participating. Failure to submit notification by the deadline is evidence of the DBE's lack of interest. Documentation of follow-up contacts shall be logged on the Contact Report.

**(6) Good Faith Effort Evaluation.** Subsections (1) through (5) must be completed for a Good Faith Effort based submission to be considered. Failure to perform and document actions contained in subsections (1) through (5) constitutes insufficient Good Faith Effort. After submitting a Good Faith Effort, proposers may only clarify efforts taken before opening. No new efforts or additional DBE participation is permitted after submission.

If the proposer cannot demonstrate the ability to meet the DBE Utilization Goal, and cannot document the minimum required Good Faith Effort (as specified below), the Contracting Officer will determine the Consultant to be not responsible.

**b. Administrative Reconsideration.** 49 CFR Part 26.53(d) provides an opportunity for administrative reconsideration when the Contract Administrator determines that Good Faith Effort is insufficient. This opportunity must be exercised within three working days of notification that Good Faith Efforts were unsatisfactory. For reconsideration, the proposer must provide written documentation or argument concerning efforts to meet the DBE Utilization Goal. No new or additional contact information may be provided. Only contact information the proposer provided in support of its initial request for a Good Faith Effort determination by the Contract Administrator may be presented to support the request for administrative reconsideration.

The process for an Administrative Reconsideration is as follows:

- (1) The proposer will have the opportunity to meet with the DBE Liaison Officer in person to discuss the issue. If so desired, the proposer must be ready to meet with the DBE Liaison Officer within four working days of receipt of notice that it failed to meet the requirements of this subsection.
- (2) The DBE Liaison Officer will render a written decision and provide notification to the proposer within four working days after the meeting. The written decision will explain the basis for finding.
- (3) The finding of the DBE Liaison Officer cannot be appealed to the U.S. DOT.



## DBE STATEMENT FORM

Project Name: Capital Transit Valley Transfer Station CA&I Resolicitation

Project No: (C3) RFP E22-084

It is the policy of the Department of Transportation (DOT) and the City and Borough of Juneau (CBJ) that Disadvantaged Business Enterprises have equal opportunity to participate in the performance of contracts financed in whole or in part with Federal funds. As such the undersigned certifies that the proposer/bidder is aware of and shall comply with 49 CFR § 26 and all other applicable federal, state, and municipal laws and regulations concerning DBE participation in the program, which are incorporated by reference as if fully set forth herein.

The undersigned acknowledges that the above statement holds true whether the CBJ is implementing a race-conscious or race-neutral DBE program. Proposer/bidders are always encouraged to seek out and utilize DBE firms as subcontractors, manufacturers, and suppliers on this project. By submitting a bid/proposal for this project we acknowledge we have made genuine and tangible efforts to utilize certified DBE's and small business entities to assist the CBJ in meeting its federal obligation.

To be eligible for award of this contract, the successful Proposer/Bidder must execute and submit this statement relating to the, Disadvantaged Business Enterprise (DBE) Program 49 CFR 26. Failure to complete and submit this statement, or the inclusion of a false statement, shall render the Proposer/Bidder non-responsive. False statements are punishable under AS 11.56.210.

This project is being funded in whole or in part by: FTA  X  FAA   FHWA

The annual DBE percentage for this project is 5.92% and the undersigned hereby affirms the bidder/proposer has made a targeted effort to assist in the attainment of that goal and has reviewed, understood, and will comply with all applicable regulations.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Principal's Signature & Title

\_\_\_\_\_  
Date



## BIDDER'S REGISTRATION FORM

All firms proposing on this CBJ project must be registered. Please complete this form for each CONSULTANT and Subconsultant and return to:

City and Borough of Juneau  
 Engineering Department, Contract Administrator  
 155 South Seward Street  
 Juneau, Alaska 99801

If you have any questions, please call (907) 586-0800. Fax (907) 586-4530. A listing of all proposers is available upon request.

Name of Firm: \_\_\_\_\_

Street Address: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Date Firm was Established: \_\_\_\_\_

Check all the apply:

- |                                   |         |         |                           |
|-----------------------------------|---------|---------|---------------------------|
| Is this firm a prime CONSULTANT?  | Y _____ | N _____ |                           |
| Is this firm a Subconsultant?     | Y _____ | N _____ | Identify specialty: _____ |
| Is this firm a service provider?  | Y _____ | N _____ | Identify service: _____   |
| Is this firm a material supplier? | Y _____ | N _____ | Identify: _____           |
| Is this firm a manufacturer?      | Y _____ | N _____ | Identify: _____           |
| Is this firm a certified DBE?     | Y _____ | N _____ | If so, by whom?           |
|                                   |         |         | _____ State of Alaska     |
|                                   |         |         | _____ Other _____         |
|                                   |         |         | Name of Organization      |

Firm's gross annual receipts:

- |       |                           |
|-------|---------------------------|
| _____ | < \$500,000               |
| _____ | \$500,000 - \$999,999     |
| _____ | \$1,000,000 – 4,999,999   |
| _____ | \$5,000,000 – 9,999,999   |
| _____ | \$10,000,000 – 16,999,999 |
| _____ | < \$17,000,000            |



**DBE CONTACT REPORT**  
Federal-Aid Contracts

Project Name: Capital Transit Valley Transfer Station CA&I Resolicitation

Project No: (C3) RFP E22-084

Specific Work or Materials (by pay Item): \_\_\_\_\_

**DBE Firm Contacted:**

_____	_____	_____
<b>Name</b>	<b>Address</b>	<b>Phone Number</b>

**A. INITIAL CONTACT (See important contact information on instruction sheet)**

1. Date: \_\_\_\_\_ Method: Phone  Mail  FAX  Other
2. Name and Title of Person Contacted: \_\_\_\_\_
3. DBE's Response: Date: \_\_\_\_\_ Method: Phone  Mail  FAX  Other 
  - Submitted an acceptable sub-bid (if sub-bid is accepted skip to Section D).
  - Not interested: \_\_\_\_\_  
Indicate Reason(s) \_\_\_\_\_
  - Needs more information: \_\_\_\_\_ Date Prime provided requested information: \_\_\_\_\_
  - Will provide quote by: \_\_\_\_\_ Date: \_\_\_\_\_
  - Received unacceptable sub-bid (complete Section C)

**B. FOLLOW-UP CONTACT**

1. Date: \_\_\_\_\_ Method: Phone  Mail  FAX  Other
2. Name and Title of Person Contacted: \_\_\_\_\_
3. DBE's Response: Date: \_\_\_\_\_ Method: Phone  Mail  FAX  Other 
  - Submitted an acceptable sub-bid (if sub-bid is accepted skip to Section D).
  - Received unacceptable sub-bid (complete Section C)
  - Other result: \_\_\_\_\_

**C. EXPLANATION OF FAILURE TO ACHIEVE AN ACCEPTABLE SUB-BID**

1. Were the following required efforts made:
  - a.  Yes  No Identified specific items of work, products, materials etc. when asking for quote(s)
  - b.  Yes  No Offered assistance in acquiring necessary bonding & insurance.
  - c.  Yes  No Provide all appropriate information concerning the specific work items or materials.
2. Was the DBE's quote non-competitive (i.e., more than 10% higher than the accepted quote)?  
 Yes  No
3. Was the DBE unable to perform in some capacity?  Yes  No Explain: \_\_\_\_\_

**D. CERTIFICATION:** I certify that the information provided above is accurate and that efforts to solicit sub-bids were made in good faith.

_____	_____	_____
Signature of Company Representative	Title	Date

_____	_____
Name and Title of Reviewer	Date

## INSTRUCTIONS

**Project Name and Number:** Enter project name and number as they appear on bid documents.

**Work or Material:** Identify the specific work item or material that you requested this firm to furnish.

**Firm Contacted:** Enter name of firm as it appears in the current DOT&PF DBE directory.

**Address:** Enter address of firm contacted. **Phone Number:** Enter phone number of firm contacted.

### A. INITIAL CONTACT (Must be made at least en calendar days prior to bid opening.)

1. **Date and Method of Initial Contact:** Indicate the method and date that actual contact was made or the date correspondence was postmarked. Leaving “please call me” message does not constitute a contact. Attach a copy of dated letter or fax.
2. **Name and Title of Person Contacted:** Enter name and title of company representative with whom you corresponded or discussed submitting a sub-bid.
3. **DBE’s Response:** Indicate one or more of the responses listed. If a firm bid was received and accepted, skip to Section D.

### B. FOLLOW UP CONTACT

If no response or an inconclusive response was received from the initial contact, a follow-up contact is required to determine for a certainty that the firm does not intend to submit a sub-bid or to conclude discussions with a sub-bid submittal.

1. **Date and Method of Follow-up Contact:** Indicate the method and date that actual contact was made or the date correspondence was postmarked. Leaving a “please call me” message does not constitute a contact. Attach a copy of dated letter or fax.
2. **Name and Title of Person Contacted.** Enter name and title of company representative with whom you corresponded or discussed submitting a sub-bid.
3. **DBE’s Response:** Indicate one or more of the responses listed. If a firm bid was received and accepted, skip to Section D.

### C. EXPLANATION OF FAILURE TO ACHIEVE AN ACCEPTABLE BID

1. A NO response to items 1a., b., or c. will result in rejection of this contact. Be specific on results of discussions.
2. A YES answer to item 2, is grounds for rejecting a DBE sub-bid.
3. A YES answer to item 3, is grounds for rejecting a DBE sub-bid, only if the inability to perform is in an area of work specifically identified as a sub-item under the applicable bid item.

### D. CERTIFICATION

This certification of accuracy and good faith by the Contractor will be verified by contact with the listed firm. Falsification of information on the DBE Contact Report is grounds for department action under AS36.30.640(4).



## SUMMARY OF GOOD FAITH EFFORT DOCUMENTATION

Federal-Aid Contracts

Project Name: Capital Transit Valley Transfer Station CA&I Resolicitation

Contractor: \_\_\_\_\_

Project Number: (C3)RFP E22-084

List **all** items considered for DBE utilization.

a. MATERIAL OR SPECIFIC ITEM OF WORK (SPECIFY PAY ITEM)	b. ACCEPTABLE DBE QUOTE RECEIVED <sup>1</sup>	c. NO. OF DBEs CONTACTED IN DBE DIRECTORY	d. NO. OF DBEs THAT RESPONDED <sup>2</sup>	e. NO. OF DBE QUOTES RECEIVED
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				

LIST ADDITIONAL ITEMS ON REVERSE SIDE

<sup>1</sup> Check if acceptable DBE quote was received (if so, skip c, d, and e)

<sup>2</sup> Attach completed Contact Reports

a. MATERIAL OR SPECIFIC ITEM OF WORK (SPECIFY PAY ITEM)	b. ACCEPTABLE DBE QUOTE RECEIVED <sup>1</sup>	c. NO. OF DBEs CONTACTED IN DBE DIRECTORY	d. NO. OF DBEs THAT RESPONDED <sup>2</sup>	e. NO. OF DBE QUOTES RECEIVED
9.				
10.				
11.				
12.				
13.				
14.				
15.				

Comments: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_









**QUARTERLY SUMMARY OF  
DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION  
Federal-Aid Contracts**

Project Name and Number: Capital Transit Valley Transfer Station CA&I Resolicitation RFP E22-084

Consultant: \_\_\_\_\_

Report for: Month \_\_\_\_\_ Year \_\_\_\_\_

Prime is a DBE? Yes \_\_\_ No \_\_\_

**SUBCONSULTANTS**

Firm Name	Work Performed	Amount Paid This Month	Total Payment to Date	Final Payment Yes/No
		\$	\$	

Subtotal: \$ \_\_\_\_\_

**MANUFACTURERS**

Firm Name	Product Manufactured	Amount Paid This Month	Total Payment to Date	Final Payment Yes/No
		\$	\$	

Subtotal: \$ \_\_\_\_\_

**BROKERS**

Firm Name	Product/Service Brokered	Amount Paid This Month	Total Payment to Date	Final Payment Yes/No
		\$	\$	

Subtotal: \$ \_\_\_\_\_

5% of Subtotal: \$ \_\_\_\_\_

**REGULAR DEALERS**

Firm Name	Materials Supplied	Amount Paid This Month	Total Payment to Date	Final Payment Yes/No
		\$	\$	

Subtotal: \$ \_\_\_\_\_

60% of Subtotal: \$ \_\_\_\_\_

The undersigned swears that the information they are providing to the City & Borough of Juneau, Engineering Department is accurate and complete to the best of their knowledge.

Further, the undersigned authorizes the City & Borough of Juneau, Engineering Department to verify the accuracy of the information provided.

Please note that the City & Borough of Juneau, Engineering Department is required to report to the Department of Transportation any false, fraudulent, or dishonest conduct in connection with the program, so that DOT can take the steps (e.g., referral to the Department of Justice for criminal prosecution, referral to the DOT Inspector General, action under suspension and debarment or Program Fraud and Civil Penalties rules) provided in §26.109. The City & Borough of Juneau, Engineering Department, will consider similar action under our own legal authorities, including responsibility determinations in future contracts.

\_\_\_\_\_  
Signature & Title of Company Representative

\_\_\_\_\_  
Date

# **ATTACHMENT 4 – PROPOSAL SUBMITTAL CHECKLIST**

(C3) RFP E22-084  
Contract Administration and  
Inspection Services for the  
Capital Transit Valley Transfer Station Resolicitation

To be considered, all proposers must complete and include the following documents at the time of the deadline for proposals. Acknowledge each document by checking or initialing the box. **REQUIRED DOCUMENTS NOT SUBMITTED WILL DEEM THE PROPOSAL NON-RESPONSIVE.**

- This Proposal Submittal Checklist (Attachment 4)
- Proposal (RFP, Section 3)
- Certification Regarding Lobbying (Attachment 2)
- DBE Statement Form (Attachment 3)
- Bidder's Registration form for Prime Consultant (Attachment 3)
- DBE Contact Report (Attachment 3)
- DBE Commitment Forms, if DBE goal is met (Attachment 3)
- Summary of Good Faith Effort, if DBE goal is not met (Attachment 3)

The Following forms shall be submitted prior to executing the Contract:

- DBE Utilization Report (Attachment 3)
- Bidder's Registration Form for Subconsultants (Attachment 3)