



REQUEST FOR PROPOSALS

(C3) RFP E21-138

CAPITAL TRANSIT FARE COLLECTION TECHNOLOGY

Issued by:  Date: 5/17/2021
Greg Smith, Contract Administrator

**Capital Transit Fare Collection Technology
(C3) RFP E21-138**

SCOPE OF SERVICES: The City and Borough of Juneau (CBJ) is soliciting proposals from vendors interested in furnishing an Automated Fare Collection system (AFC) and, as an additive alternate, an Automatic Passenger Counting system (APC), for the CBJ's public transportation service, Capital Transit.

PRE-PROPOSAL MEETING: A non-mandatory pre-proposal conference call will be held at **10:00 a.m., Alaska time on May 25, 2021.** Persons interested in submitting proposals are encouraged to attend. Proposers intending to participate in the teleconference shall email caleb.comas@juneau.org by 4:30 p.m., on May 24, 2021, to request the call-in instructions.

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

DELIVERY AND DEADLINE FOR PROPOSALS: Electronic proposals are to be uploaded to Public Purchase **prior to 2:00 p.m. Alaska Time on June 8, 2021,** or such later time as the Contract Administrator may announce by addendum to plan holders 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 ext. 4190, and fax number 907-586-4561.

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1.0 GENERAL INFORMATION

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

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

1.1 Purpose

The City and Borough of Juneau (CBJ) is soliciting proposals from vendors interested in furnishing an Automated Fare Collection system (AFC) and, as an additive alternate, an Automatic Passenger Counting system (APC), for the CBJ's public transportation service, Capital Transit.

Statement of Financial Assistance: This Procurement is subject to a financial assistance grant agreement between the State of Alaska and the U.S. Department of Transportation. Federal procurement and contracting requirements will apply.

The successful proposer will provide all labor, materials, tools, software, hardware, equipment, training, installation, technical support, warranties, and incidentals necessary to furnish, install, and deliver into service a new AFC and additive alternate APC for Capital Transit. The chosen solution will provide a state-of-the-art, open access, user-friendly fare system that maximizes:

- Ease of use for riders
- Ease of operation for drivers
- Ease of maintenance for support staff
- Reliability of system performance
- Data Retrieval and Management
- Accuracy and security of information
- Cost effectiveness of operations
- Extended service life of system

The terms proposer, supplier, manufacturer, and vendor will be used interchangeably within this document and all refer to the firm proposing to provide the chosen systems.

1.2 Scope of Services

Capital Transit Background:

Capital Transit and its subcontracted demand-response paratransit component, CAPITAL AKcess, provide public transportation services for the City and Borough of Juneau (CBJ). Currently, the fixed route system is served by 17 diesel buses and one electric bus. Demand-response is currently utilizing eight smaller buses to provide service to clients within the contracted area. Capital Transit has a grant for an additional three smaller buses which would increase that fleet to 11. In addition, Capital Transit operates 7 administrative and maintenance vehicles in support of operations. In calendar year 2019, Capital Transit provided 1,010,570 unlinked passenger trips on fixed routes and 30,847 unlinked passenger trips for demand-response clients.

Capital Transit's current onboard fare collection system utilizes Diamond fareboxes for collection of cash fares and single ride tokens, while pass products are limited to monthly passes on printed paper card stock. Customers can either present a pass product for visual validation, or deposit an exact change cash fare or single ride token into the Diamond farebox. The data on pass use and cash or token fares is limited to revenue figures only, and passenger counts are limited to manual counts by operators. In fiscal year 2019, pass products comprised 44 percent of revenue, token sales comprised 9.5 percent of revenue, and cash fares comprised the remainder. Pass products and tokens are available for purchase at various city-owned facilities as well as local third party vendors. In addition to paid fares, CBJ employees, seniors with a CBJ-issued local sales tax exemption, and individuals eligible for the Capital Transit "VIP" bus pass for persons with disabilities are able to ride the fixed route system free of charge when presenting appropriate identification. Paratransit services are currently offered free of charge, and ridership information is compiled using scheduling software and operator manual counts.

Existing Technology:

Trillium Solutions Inc. has supported Capital Transit's development and publishing of General Transit Feed Specification (GTFS) real time data. Trillium Solutions Inc. has also provided development and support of the Capital Transit website which can be found at <https://juneaucapitaltransit.org/>.

Capital Transit utilizes Swiftly Inc.'s Transitime software and real time GPS data to monitor and plan routing for all fixed route buses, paratransit buses, and support vehicles. This existing automatic vehicle location solution does not require active operator input. The Swiftly platform is developed with an open application programming interface (API) to allow integration with outside hardware and services. The result of this procurement should maintain or improve on this existing AVL service. Proposers should implement the most cost effective, user-friendly and efficient solution for new system vehicle location needs while considering existing system capabilities. To provide for proposed new AFC and AVL systems' vehicle location needs, the vendor may choose to:

- Utilize Capital Transit's existing hardware, software, and equipment, integrating services as required
- Utilize any combination of new and existing hardware, software, and equipment, integrating services as required
- Provide a new stand-alone solution for proposed new systems, while the existing AVL remains unchanged
- Provide a complete new vehicle location solution that replaces the existing AVL

Should a vendor chose to utilize any combination of existing and new hardware, software and equipment for vehicle location needs, Swiftly services must continue to receive four pieces of real-time information: vehicle number, latitude, longitude, and timestamp.

Capital Transit buses are not currently equipped with automatic passenger counters or any form of electronic fare validation.

The Capital Transit Bus Barn and Administrative Offices are equipped with a wireless local area network (WLAN) within the interior of the building and garage only. The existing WLAN infrastructure does not provide a reliable connection at the exterior of the building or throughout the yard.

CBJ workstations operate on the Windows 10 Professional operating system. Any proposed system or software that will utilize existing CBJ workstations must be compatible. Where a proposed system utilizes CBJ servers, the system must be compatible with Windows Server 2016 or Windows Server 2019. All virtualized components of proposed systems must be compatible with Microsoft Hyper-V.

1.1.1 General

All items not specifically mentioned which are required for a turnkey unit shall be included in the proposed unit price.

All equipment furnished shall be new and in current production.

Excepting Personal Identifiable Information (PII) data, Capital Transit shall retain ownership of and access to all data generated from chosen systems in perpetuity.

All data generated from chosen systems must be exportable into standard Microsoft products, such as Microsoft Excel and Microsoft Access.

Capital Transit shall retain unlimited query rights to all data generated from chosen systems.

Capital Transit's highest priority is to procure the AFC. Procuring the APC will be pursued as an Additive Alternate and may be awarded if funding is available. Inclusion of the APC is required to be considered a responsive proposer. All system and optional costs should be excluded from the narrative of responses. Costs should be listed as indicated in section 3.8 of this RFP.

All training and installation of vaulting system components, data systems components, and onboard components will occur at the Capital Transit Bus Barn and Administrative Offices, located at 10099 Bentwood Place in Juneau, Alaska.

1.1.2 Automated Fare Collection (AFC) System Requirements

The chosen AFC will be modular, flexible, and based on open system architecture to adapt to and accept any commonly used fare media including bills, coins, tokens, paper-based fare products, digitally generated fare products, and smart cards. The AFC proposal shall address all phases of fare collection, validation, and processing, including but not limited to:

- a. Onboard Cash Acceptance – Minimum Requirements:
 - i. AFC cash vaults shall hold a minimum of 750 coins and 500 bills.

- ii. AFC shall be capable of accepting \$1, \$5, \$10, and \$20 bills in the bus fare collection pedestal.
 - iii. AFC shall be capable of accepting all U.S. coins in general circulation.
 - iv. The AFC shall be resistant to jams or malfunctions created by coins, bills, or foreign objects.
 - v. AFC shall automatically identify and count all US coin and currency in general circulation.
 - vi. AFC shall be capable of accepting bills of “street quality” inserted flat and unfolded. AFC shall accept, correctly identify, and total valid US bills and coins while rejecting and returning to the passenger torn, mutilated, wet, partial, and counterfeit or foreign bills and coins.
 - vii. AFC shall be capable of issuing a change ticket with a balance of remaining money if a passenger overpays.
 - viii. Proposals shall describe AFC capability to accept and validate single ride metal tokens currently in use at Capital Transit.
- b. Cash Handling Security
- i. A cashbox receiver and vault shall be installed to ensure a secure transfer of cash from the vehicle to the vault.
 - ii. The vendor is responsible for providing and installing all components necessary to ensure a secure transfer of cash from the vehicle to the vault.
- c. Electronic Validation – Minimum Requirements
- i. AFC shall validate fare media products onboard Capital Transit fixed route buses through new electronic fareboxes or new stand-alone validating devices installed on all fixed route buses.
 - ii. Fareboxes shall be capable of allowing the operator to bypass bill validation and permit acceptance of a torn or mutilated bill that cannot be electronically validated by the farebox that the operator, upon visual inspection, determines to be valid. The farebox shall log the number of driver overrides for later reporting, analysis, and oversight.
- d. Fare Products – Minimum Requirements
- i. Support Capital Transit fare policies by providing configurable features including:
 - (1) Fare payments using stored value
 - (2) Validation mechanism for free ridership categories (Senior, Employee, etc.)
 - (3) Time-based passes valid from time of first use or time of purchase
 - (4) Calendar-based passes
 - (5) Trip-based passes based on any number of trips with or without transfer rights
 - (6) Stored value fares assessed based on
 - 1. Fare type (Adult, Youth, etc.)
 - 2. Route type
 - (7) Transfer rights validation based on route direction and route combination
 - (8) Contactless means of providing transfer media and subsequent validation to onboard cash paying customers

- ii. Provide durable physical media solution, where media is reusable over a period of multiple months or longer (e.g., plastic magnetic or smart card).
 - iii. Provide physical media solution where media is reusable over a typical period of less than one week (e.g., thermal printed barcode, paper magnetic).
 - iv. AFC proposals shall detail features of an optional mobile ticketing solution. The mobile ticketing solution shall be enabled for use on 90 percent of smart phones and other mobile devices in North America using the Apple iOS and Google Android operating systems. Proposals shall include pricing for the mobile ticketing solution as indicated for system options in section 3.8 of this RFP.
- e. Fare Product Distribution
- i. Capital Transit desires to provide convenient payment methods and locations for passengers while reducing or eliminating manual cash collection from and invoicing to existing distribution locations. Proposals shall address these desires by providing the following information:
 - (1) Proposers shall describe how the AFC solution will allow Capital Transit to continue fare product distribution through existing channels. Current distribution locations include CBJ cash offices, libraries, schools, community service organizations, and local merchants.
 - (2) Proposers shall describe offered options for expanded fare product sales. Expanded sales may include attended sales infrastructure, additional third party sales, internet sales, and sales through mobile devices.
 - (3) Proposers shall indicate if they provide self-service ticket vending units and provide detailed specifications of the unit, including power requirements and communication requirements. Proposals shall include pricing for up to three (3) units as indicated for system options in section 3.8 of this RFP.
- f. Operator Control Unit (OCU) and Passenger Interface
- i. AFC shall include operator control units (OCU) and Passenger Interface with screens that are glare-free and well-lit. Adjustable brightness and contrast levels are preferred.
 - ii. OCUs shall allow the operator to monitor AFC transactions through audio and visual means. Monitoring ability shall include but not be limited to the type of fare transaction, transaction problems, and transaction success.
 - iii. OCUs shall allow the operator to enter passenger classifications, which shall match such classifications to fare amounts.
 - iv. The AFC system shall be capable of providing visual and audio feedback to indicate:
 - (1) Acceptance of fare
 - (2) Rejection of fare
 - (3) Successful logon/logoff

- (4) Successful data extraction (probe)
- g. Back Office System
 - i. The proposed back office system may be hosted within Capital Transit facilities or be a web-based solution.
 - (1) For a web-based solution, webserver and browser requirements shall be described in the proposal. Proposed web-based solutions must include the length of term of subscription and associated costs as outlined in section 3.8 of this RFP.
 - (2) For solutions hosted within Capital Transit, the contractor shall coordinate all hardware and software installations, network access, and security requirements with CBJ Management Information Systems (MIS) Department.
 - (3) The CBJ MIS Department will approve the installation of any hardware connected to CBJ networks or software installed on CBJ-owned hardware.
 - (4) The CBJ MIS Department will configure and approve all connections to CBJ network connected systems and components.
 - (5) The CBJ MIS Department will configure and approve any CBJ network remote access needs.
 - ii. All virtualized components of the back office system shall be compatible with Microsoft Hyper-V.
 - iii. The back office system shall be programmed in an industry standard language.
 - iv. The back office system shall use an industry standard database.
 - v. Servers shall be configured to support a network connection of at least 1-Gigabit per second.
 - vi. Servers shall employ data backup and redundancy functionality to meet the following minimum requirements:
 - (1) Data backup shall be performed daily by CBJ staff via CBJ's existing backup system
 - (2) Full server restoration must be achievable in 4 hours or less
 - (3) Back office system data shall be redundantly stored. Redundant information shall be stored so that a subsystem failure will not compromise copies of the data.
 - (4) All hard drives utilized by each server shall be hot swappable
 - vii. Total usable disk space shall support one (1) year of online transactional data and one (1) year summary data and be of sufficient size to hold the operating system, databases, application software, and all other applicable data on the back end system. Drive space shall be easily expandable to support future growth and be implemented with a spare capacity of 100 percent.
 - viii. All back end system components shall be stand-alone, compatible with current CBJ equipment, including the console, keyboard, and accessories.

- ix. All data shall be protected from loss, unauthorized modification, and/or disclosure while maintained on the back end system.
- x. Access to servers shall be password protected. Every attempt to access the servers shall be logged and reported.
- xi. The back end system shall employ data reporting capabilities that allow Capital Transit to access, filter and create reports from data received from the new AFC equipment. The reporting tool shall allow both standard/canned and ad-hoc reports to be created. Standard reports shall include:
 - (1) Ridership and sales/financial reports
 - 1. Number and denomination of coins accepted by each farebox
 - 2. Number and denomination of bills accepted by each farebox
 - 3. Number of cash fare customers
 - 4. Number and type of non-cash fare customers including passes and transfers accepted by operator
 - 5. Name and other pertinent data of magnetic stripe cards, smart cards, and passes
 - 6. Ridership categories processed by each farebox
 - 7. Partial payments accepted by vehicle operator
 - (2) Employee Performance and Equipment/System Reliability Reports
 - 1. Login Report by fare box number and date/time
 - 2. Farebox service history
 - 3. Farebox life cycle history
- xii. All software including but not limited to, operating systems, reporting tools, development tools, database management systems, and ancillary off-the-shelf applications shall consist of the latest and most appropriate products and versions as approved by CBJ MIS Department personnel. All purchased or delivered software will be the most current compatible version and will be upgraded, patched, or have the most current manufacturer's service packs applied at time of installation.
- xiii. Any system processing credit card transactions shall meet or exceed the payment card industry data security standards (PCI DSS).
- h. Data Transfer
 - i. The contractor will supply all necessary hardware, software, and communications to successfully transfer data from the onboard AFC components for utilization in the back office system.
 - ii. The minimum frequency of data transfers from the onboard AFC equipment shall be at the end of each service run in a batch mode process.
 - iii. Data transfer shall be secure and involve as little intervention as possible on the part of maintenance or revenue personnel.
 - iv. For a solution hosted within Capital Transit facilities, data transfers shall occur through a probing process or through a WLAN.

- v. For a solution hosted within Capital Transit facilities, preference will be given to proposals that use WLAN technology for data transfer. Contractors who provide WLAN data transfer functionality shall provide design documents with technical specifications for integration between the onboard hardware and the Data Processing System via WLAN. Contractors shall coordinate with the CBJ MIS Department and provide this integration at the Capital Transit Bus Barn facility.
- i. Statistical reporting and analysis
 - Fare transaction records shall include the following minimum information:
 - i. Day/date/time/location of payment
 - ii. Number of cash fare customers
 - iii. Number and denomination of coins accepted
 - iv. Number and denomination of bills accepted
 - v. Number and type of non-cash fare customers including passes and transfers accepted by operator
 - vi. Denomination and other pertinent data of magnetic stripe cards, smart cards, and passes
 - vii. Ridership categories
 - viii. Partial payments accepted by vehicle operator
- j. Training requirements
 - i. Training deliverables shall consist of the following:
 - (1) Training program plan
 - (2) Training schedule
 - (3) Training material
 - (4) Training feedback report
 - ii. The contractor shall provide a program to train all personnel that interact with the system in all details of the fare collection system. This program shall include adequate documentation and training aides as needed.
 - iii. The successful contractor shall conduct training for up to thirty-five (35) designated Capital Transit personnel who will be responsible for operating the AFC equipment. The contractor will conduct training for up to five (5) technical/maintenance employees in the proper operation and maintenance of AFC equipment. Said training shall be conducted at the designated Capital Transit facilities to include on-the-job training using operational equipment.
 - iv. The contractor shall conduct training for up to three (3) staff responsible for extracting data and reports, along with point of sale training for in person, over the phone, and online sales as applicable.
 - v. All submittals shall include a training schedule for maintenance, operation, and training of finance/reporting personnel. The schedule shall include the training curriculum, material, and estimated training time per department.
 - vi. The contractor shall furnish Capital Transit with operation and maintenance manuals in accordance with this section. Manuals shall cover all aspects of the furnished equipment and software. Each manual shall contain a complete description of the equipment including theory of operation, service and maintenance

documentation, such that Capital Transit skilled maintenance staff may conduct field and shop repairs with minimal reliance upon factory maintenance technicians.

- k. Warranty, Maintenance, and Spare Parts
 - i. Proposals shall include one (1) additional farebox or appropriate test-bench equipment for training and maintenance testing purposes.
 - ii. Provide a minimum two (2) year warranty for the AFC system, including in-service hardware, spare hardware, test-bench equipment, and any other hardware acquired as a direct result of this procurement. The warranty shall begin upon acceptance of the system, with the option to purchase up to three (3) years of extended warranty.
 - iii. Proposals shall identify system characteristics that facilitate both in-field and in-shop maintenance and repair of system components by Capital Transit maintenance staff.
 - iv. The AFC system provider shall include sufficient spare system units and replaceable components to ensure 99 percent availability of the AFC. Initial stock of spare modules and parts should be new and manufactured to the specifications of the original parts in the delivered AFC system. The Contractor shall supply, within (60) days after "Notice to Proceed", a complete parts and modules list with prices including shipping costs, part numbers, and descriptions.
 - v. A comprehensive list of AFC consumables with prices including all shipping costs, shall be provided to Capital Transit. If the AFC system proves less reliable than represented during this procurement and if the need for spare components exceeds the contractor's projections, then the contractor shall supply such unanticipated parts at no additional cost to Capital Transit.
- l. Vehicle Installation
 - i. The successful proposer shall be responsible for the removal of the existing fare collection system from the fixed route vehicles. The existing fare collection equipment will be retained by Capital Transit after removal.
 - ii. The successful contractor shall supply all labor, supervision, materials, and tools required for the proper installation of the AFC.
 - iii. The contractor shall provide equipment installations that comply with requirements of the Americans with Disabilities Act (ADA).
 - iv. The contractor shall install onboard hardware in a manner that does not impede or restrict vehicle operation, operator's field of view, operator access, or passenger access.
 - v. Farebox installations shall permit accessibility to the vault for easy removal.
 - vi. Capital Transit will approve the installation location of AFC equipment on all vehicles prior to completion.
 - vii. Existing bolt holes, harnesses, brackets, and fixtures shall be used when possible. Where new installation exposes previous installation points including holes or protrusions, the contractor shall perform

- repairs to remove any perceived safety hazards and to ensure a weatherproof and corrosion resistant surface.
- viii. The on-bus fare collection components shall not be affected by interference such as radiation from coach equipment, including radio, lights, electronic destination signs, air conditioners, and generators. Conversely, fare collection components shall not adversely affect operations of other onboard equipment.
 - ix. All on-board equipment installations shall be completed during non-peak service hours at the Capital Transit Bus Barn and Administrative facility.
 - x. The successful proposer shall install all necessary onboard components for chosen systems over the course of one calendar week, including Saturday and Sunday.
 - xi. AFC equipment provided will be transferrable to other Capital Transit vehicles as the need arises.
- m. Fixed Facility Installation
- i. The contractor shall install garage and back-end data collection equipment and reporting components including any network interfaces, computers, conduit, and wiring at least two weeks in advance of onboard equipment installation.
 - ii. The contractor shall provide and install all proposed and required revenue collection and transfer equipment.
 - iii. Prior to preliminary design, the selected contractor shall inspect all fixed facility installation locations to determine the suitability of existing space, power, and communication systems. If existing conditions are not suitable, the contractor will provide recommended alterations to Capital Transit for approval prior to beginning work on any alterations. The contractor shall be responsible for costs of any required building permits and alterations, including architectural and engineering services as applicable. Alterations shall conform to all applicable local building codes.
- n. AFC System Options
- In addition to the option of a mobile ticketing solution and ticket vending machines, the vendor may provide and describe a list of options offered they feel would benefit the CBJs Capital Transit that are above and beyond the base AFC system specified.

1.1.3 Automated Passenger Counting (APC) System Requirements

Capital Transit requests proposals that include supply and installation of APCs in its fixed-route vehicles and paratransit vehicles. The APC systems may utilize existing hardware or GPS data from the existing AVL system, be proposed as a stand-alone system, or be integrated with a proposed new AVL system. In addition to fixed route and paratransit vehicles, any proposed replacement AVL system must include seven (7) Capital Transit support vehicles.

- a. APC Requirements
- i. Where a proposed APC solution requires active driver input, the Contractor shall integrate the APC system with the chosen AFC to

- require a single operator logon. The contractor shall provide and install any equipment necessary for integration with existing systems or other systems provided as a result of this procurement.
- ii. The APC system will accurately count passengers as they board and alight, recording the data as a function of individual stops, routes, and runs.
 - iii. The APC system will enable the exact determination of alighting and boarding passengers at each stop with an accuracy greater than 95 percent.
 - iv. The APC system will demonstrate an ability to discriminate valid passengers from non-passenger objects, and to detect double-backs and re-crossings.
 - v. The APC system will not interfere electronically with the operation of the transit vehicle or its onboard electronic equipment such as security equipment, engine controls, transmission, or other electronic equipment.
 - vi. A protective filtering device will be installed to protect the APC system, its memory and raw data from electrical fluctuation typically found in a transit bus, including but not limited to:
 - (1) Over voltage
 - (2) Under voltage
 - (3) Transient power surge/dip during engine or other transit bus equipment startup
 - vii. The APC system equipment provided will be transferrable to other Capital Transit vehicles as the need arises.
 - viii. The APC system data shall be National Transit Database (NTD) certifiable and shall include the initial verification as part of the proposal submission.
 - ix. Where system functionality allows, proposals should describe APC ability to provide real-time passenger counts for each vehicle.
 - x. Where system functionality allows, proposals should describe APC ability to disseminate real-time passenger counts by vehicle to passengers via internet connected mobile devices.
- b. Passenger Count Sensors
- i. Sensors will acquire passenger counts by means of sensing devices at all vehicle doors with recording of route and geolocation information, including real time clock or clock synchronization for accurate time and date stamp mark of data.
 - ii. Sensor detection zones shall be fully adjustable for the requirements of different vehicle designs.
 - iii. Sensor counting accuracy shall not be affected by normal variables including but not limited to:
 - (1) The reasonable speed at which a person passes under the sensor
 - (2) By a passenger remaining immobile at the sensor location
 - (3) By any other obstruction of the sensor
 - (4) By variations in light and temperature within the operational specifications of the APC system.

- iv. Sensors will differentiate between boarding and alighting passengers at each door of the vehicle.
 - v. Sensors that provide additional data collection for boarding and alighting passenger's mobility devices, bicycles, and passenger type should be proposed as options if available.
- c. GPS/AVL System and Integration
- i. The APC system will provide accurate location of the bus through GPS data as passengers board and alight in order to identify the bus stop and the route being traveled.
 - ii. All gathered information will be stored by, and be accessible from, onboard digital media storage with data transmittable via cellular modem or to a WLAN.
 - iii. For proposals that specify replacement AVL systems, these proposals shall include the provision, installation, and specify any required servicing including data costs for the AVL system on all Capital Transit fixed route vehicles, paratransit vehicles, and support vehicles. Cost information should be provided in the manner described in section 3.8 of this RFP.
- d. APC System Data
- i. The onboard system will allow multiple days of data from the APC to be collected and stored.
 - ii. Data stored in the onboard system can be downloaded manually when needed.
 - iii. Standard reports shall include the ability to track and report all applicable operational data needed for the Federal Transit Administration (FTA) NTD reports, including but not limited to the tracking of revenue miles and hours per bus and route.
 - iv. If WLAN data transfer is provided, Contractor shall coordinate with the CBJ MIS Department and provide automated data transfer at the Capital Transit Bus Barn facility. The Contractor shall provide design documents with technical specifications to allow future implementation of data transfer via WLAN at other Capital Transit facilities.
 - v. The CBJ MIS Department will approve the installation of any hardware connected to CBJ networks or software installed on CBJ-owned hardware.
 - vi. The CBJ MIS Department will configure and approve all connections to CBJ network connected systems and components.
 - vii. The CBJ MIS Department will configure and approve any CBJ network remote access needs.
 - viii. Where applicable, all virtualized components of the APC system shall be compatible with Microsoft Hyper-V.
- e. APC System Training Requirements
- i. Where active operator input is required, the Contractor shall conduct training for up to thirty-five (35) designated Capital Transit personnel who will be responsible for operating the APC equipment.
 - ii. The contractor will conduct training for up to five (5) technical/ maintenance employees in the proper operation and maintenance of APC equipment.

- iii. The contractor shall conduct training for up to three (3) staff responsible for extracting data and reports.
 - iv. All submittals shall include a training schedule for maintenance, operation, and training of finance/reporting personnel. The schedule shall include the training curriculum, material, and estimated training time per department.
 - v. The contractor shall furnish Capital Transit with operation and maintenance manuals in accordance with this section. Manuals shall cover all aspects of the furnished equipment. Each manual shall contain a complete description of the equipment including theory of operation, service and maintenance documentation, such that Capital Transit skilled maintenance staff may conduct field and shop repairs with minimal reliance upon factory maintenance technicians.
- f. APC System Warranty
- i. Vendor shall provide a minimum two (2) year warranty for the APC system, including in-service hardware, spare hardware, test-bench equipment, and any other hardware acquired as a direct result of this procurement. The warranty shall begin upon acceptance of the system, with the option to purchase up to three (3) years of extended warranty.
- g. APC System options
- i. In addition to available optional sensors, the vendor may provide and describe a list of options offered they feel would benefit the CBJ Capital Transit that are above and beyond the base APC system specified. Cost information for available options should be provided as described in section 3.8 of this RFP.

1.2 Anticipated Procurement & Project Schedule

All proposals shall include an installation schedule that provides estimated dates for production, delivery, installation, and project completion. All work shall be completed by November 30, 2021.

1.3 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.

1.4 Questions

Questions regarding this request for proposals should be directed to:

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

Email: Greg.Smith@juneau.org
Telephone: (907) 586-0800 ext. 4194
Fax: (907) 586-4530

1.5 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 Vendor sign in the event of acceptance of its proposal.

1.6 Disadvantaged Business Enterprise (DBE)

This information will assist you in meeting the DBE Program requirements. For simplicity, many of the regulations have been paraphrased; however, the actual laws apply and are incorporated by reference.

DBE goals for this Project are 5.92 percent.

The CBJ, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all responders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit responses to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

The CBJ's DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this RFP and the contract agreement that is expected to result from this RFP. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of the 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 RFP or the contract that is expected to result from this RFP. 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 the Contract, which may result in the termination of the Contract or such other remedy as the CBJ deems appropriate.

The Consultant agrees to comply with AS 36.90.210.

For assistance with DBE requirements, contact the Contract Administrator (907) 586-0800 ext. 4194. The office is located in the CBJ Engineering Department, 3rd floor, Marine View Center, 230 South Franklin Street, Juneau, Alaska 99801, fax (907) 586-4530. A copy of the CBJ's DBE program is available upon request.

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.

Any proposed DBE must be certified by the Alaska Department of Transportation and Public Facilities (ADOT & PF). Copies of certification approval must be submitted with the proposal in an Appendix.

The DBE may act as a prime Consultant, Subconsultant, or joint venture partner. To be counted toward a goal, the DBE must perform a commercially useful function.

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 submission of proposals, 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.
- Review and use the directories of certified DBEs available from the State of Alaska Civil Rights Office. Contact them at (907) 269-0851 or (800) 770-6236.
- Contact specific DBEs in writing, giving enough time for effective participation. Follow up initial contacts. 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 items of work. Do not reject them as unqualified without a thorough investigation of their capabilities. Proposals by DBEs must only be **reasonable**. A reasonable proposal is one that would be accepted if it were the only proposal.
- Either waive the requirements or help DBEs to obtain bonding, credit lines, or insurance.
- Provide DBEs with information about the requirements of the contract.
- Attend the pre-proposal conference to review DBE requirements.

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.

Certified Alaskan DBEs are listed in the State of Alaska's DBE Directory which is available from the ADOT & PF at its regional Design and Construction Offices in Juneau, Anchorage and Fairbanks or by mail from the DBE Office, ADOT & PF, Box 196900, Anchorage, AK 99519 (telephone (907) 269-0851 or (800-770-6236). DBEs are issued a Certification Number which is listed in the Directory and which must be cited when seeking DBE recognition. The DBE Directory is also available on the ADOT & PF website at www.dot.state.ak.us.

The Consultant shall not terminate a DBE Subconsultant for convenience, and then perform the work of the terminated Subconsultant with its own forces or those of an affiliate, without CBJ's prior written consent. When a DBE Subconsultant is terminated or fails to complete its work on the contract for any reason, the Consultant agrees to find another DBE Subconsultant to substitute for the original DBE. Good faith efforts shall be

directed at finding another DBE to perform at least the same amount of work under the contract as the DBE that was terminated.

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. One copy shall be retained for the official files of the Engineering Department and will become public record after announcement of the successful Proposer. The CBJ will not return proposals to the 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 in the number of copies stated in the RFP no later than the date and time specified in the cover letter. All copies of the proposals must be under sealed cover and plainly marked. Proposals not received by the date and time specified in the cover 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.

2.4 Proof of Responsibility

If requested, proposers must be prepared to present further evidence of experience, ability, service facilities, and financial standing necessary to meet the requirements of this RFP.

3.0 PROPOSAL CONTENT REQUIREMENTS

The response to this RFP should be written in a logical, concise manner and should be no more than one hundred fifty (150) numbered pages in length. Additional information included as appendices will not count toward the page limitation and may include standard terms and conditions, insurance information, warranty information, service agreements, guarantees, maintenance procedures and requirements, sample reports, and detailed drawings, diagrams, and specifications. To achieve a uniform review process and obtain the maximum degree of comparability for the Selection Committee, proposals should be organized in the manner specified in this section. Responses should include information for each firm who is party to a proposal. **PROPOSALS THAT FAIL TO INCLUDE ALL REQUIRED SECTIONS AND FORMS MAY BE DEEMED NON-RESPONSIVE.**

3.1. Title Page

Show the Request for Proposals subject, the name of your firm, address, telephone numbers, name of contact person, and date of submission.

3.2. Table of Contents

Clearly identify the materials by section and page number.

3.3. Letter of Transmittal

Limit the Letter of Transmittal to one or two printed pages.

3.3.1. Briefly state your firm's understanding of the proposal requirements and summarize your capability to meet same.

3.3.2. Give name of the person who will be authorized to represent your firm, their title, address and telephone number.

3.3.3. Acknowledge Receipt of All Addenda: Failure to acknowledge addenda may result in the proposal being considered non-responsive and subject to rejection.

3.4. Organization and Capacity

Briefly describe the firm's experience, ability, service facilities, and financial standing necessary to meet the requirements of this RFP. Identify the team members proposed for this project and demonstrate their ability to perform the desired services. The proposal should discuss the current workload of staff proposed for the requested services.

3.5. Firm's Representation

Proposals should include names, titles, and resumes of those people who will provide services identified in the scope. Resumes should include history/experience and training/education related to the services requested.

Limit resume length to two pages per person.

3.6. Firm's Experience with Similar Projects Including References

Proposals shall include a list of all similar projects from the last five (5) years, succinctly described. Specify the similarities between the referenced projects and the proposal for this project, including, but not limited to, similar proposed equipment, hardware configurations, or software applications. Provide a reference list for each project including organization name, address, and contact person, and the contact person's title, phone number, and email address. Specify sites in which subcontractor applications included in this proposal are currently interfaced or integrated with the prime solution.

3.7. AFC and APC Statements of Work

In separate Statements of Work for each system, discuss the Scope of Services and how the firm will provide the desired systems. At a minimum, the response should address the following components of the proposed systems:

3.7.1. Solution Architecture

Provide a detailed description and attach appropriate diagrams of the overall proposed solution architecture, including all hardware and software components. Describe the interrelationships among components.

3.7.2. Related Hardware and System Software

Provide a detailed description of the proposed hardware, software, and related equipment necessary to operate the system.

3.7.3. Application Software

Provide information about all proposed application software. Briefly describe features that support functions for e-government (e.g., Procurement, Billing, Self-Service, etc.). Include details regarding

standard reporting and the creation of custom reports. Describe your policies and procedures for installation of upgrades to software solutions.

3.7.4. Customer Support, Warranty, and Maintenance

Describe all proposed warranty and maintenance services. Provide information on support contacts, including methods and hours of availability. Identify response times, both guaranteed and average. Provide any exceptions or limitations to services.

3.7.5. Training and Documentation

Describe your training approach and methodology. Identify the total hours provided for each type of training and the recommended number of attendees. Describe documentation that will be provided including the number of copies of each and if electronic copies are available.

3.7.6. Implementation and Project Management

Provide a recommended implementation schedule that includes freight/shipping times from factory of origin to Juneau, Alaska. Identify dates of equipment installation, CBJ responsibilities, and timeframes. The schedule should be based upon the number of months after contract signing and should represent “not to exceed” or guaranteed completion dates. Any dependencies and contingencies, such as tasks requiring CBJ resources, should be identified. Identify CBJ functional groups and the tasks that will be required of each to assist in implementation.

3.8. Costs

Bid sheets and vendor-supplied forms provided to meet the requirements of this section will not be included in the page count for proposals.

Proposers shall provide all of the following cost information requested in Article 3.8. Bidders will be upload and label the document “Costs” in a separate PDF document submitted with the response to this request for proposals.

3.8.1. Complete System Cost

The Proposer shall include all costs of each proposed system and shall distinguish between any one-time costs and any recurring costs based on an annual occurrence.

Proposers are encouraged to provide a comprehensive breakdown of complete, installed and operating cost for each system on proposer supplied forms with the bid forms, however, the complete cost information for the following items must be provided on the attached BID FORM:

- a. Base Bid (AFC):
 - i. AFC System Complete Capital Cost – Include all cost components necessary to deliver the AFC into service.
 - ii. AFC System Annual Operating Cost - Include total of all per transaction fees, lump sum fees, subscription fees, media costs, support fees, etc. as described in 3.8.2.
- b. Additive Alternate (APC):
 - i. APC System Complete Capital Cost – Include all cost components necessary to deliver the APC into service.
 - ii. APC System Annual Operating Cost – Include total of all per transaction fees, lump sum fees, subscription fees, support fees, etc. as described in 3.8.2.

3.8.2. Itemized Operation Cost

Using the attached form or vendor supplied form for each system, provide a comprehensive list itemizing ALL the operation cost individual components greater than \$1,000 per year including but not limited to those listed below. These items should total to the sum provided on the BID FORM:

- a. Base Bid AFC:
 - i. Consumable stock (smart cards, magnetic stripe cards, thermal printer paper, etc.)
 - ii. Operations support
 - iii. Subscriptions / license fees
 - iv. Programming support
 - v. Web based subscriptions customer charges
 - vi. Royalty payments
 - vii. Per transaction fees, to include fees for free ridership utilizing registered fare media
 - viii. Bank card processing fees
- b. Additive Alternate (APC):
 - i. Operations support
 - ii. Subscriptions/license fees
 - iii. Programming support
 - iv. Web based subscriptions customer charges
 - v. Royalty payments

3.8.3. Warranty Costs

Using the attached form, provide costs for each of 5 years of warranty coverage for each full system proposed.

3.8.4. Optional Costs

Using the attached form or vendor supplied form, provide total costs for optional Ticket Vending Machines, mobile ticketing solution, expanded

APC sensors, and any other pertinent options identified in the proposal. Include an itemized listing of associated operation cost components estimated to be in excess of \$1,000 annually.

4.0 EVALUATION OF PROPOSALS

4.1 Criteria

Proposals will be initially screened for responsiveness. Only proposals deemed responsive to the requirements of the solicitation will be accepted. **Proposers who provide submittals that are determined qualified for evaluation MAY be required to provide an oral presentation and/or product demonstration.** If required, presentations and/or demonstrations will occur remotely via video conference at a date to be determined. Demonstrations should involve a live, working system that meets the minimum requirements of this RFP. Presentations and demonstrations will be limited to one hour, with the addition of up to an hour long question and answer period.

4.2 Evaluation Data

The evaluation data discussed below is presented in an effort to delineate what criteria will be used to score proposals. Please do not include a separate section in your proposal for Evaluation Data. 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 (30 percent)

- a. Proposer exhibits a complete understanding of the project and requested deliverables (5 percent).
- b. Proposed systems provide required minimum functionality while exhibiting flexibility, scalability, and optional features that would facilitate expansion and changes to suit future needs. Proposal identifies potential difficulties or problems with implementation and suggests innovative solutions and improvements (10 percent).
- c. The proposed implementation schedule provides sufficient detail and is reasonable for the services offered. The training plan is thorough and addresses all aspects of the chosen systems. The methods and procedures for system support are clearly identified and available both during and after implementation (15 percent).

4.2.2 Qualification and Experience (30 percent)

- a. Proposer demonstrates experience of the proposer and sub-proposers with projects of similar size and scope (10 percent).
- b. Evaluation will be made based on proposed personnel, their relevant qualifications and experience, and their proposed scale of involvement (5 percent).

- c. Demonstrated competence, follow-up, and customer service during and after installation as evidenced by supporting references (15 percent).

4.2.3 System Cost (20 percent)

- a. Evaluation will be made on the proposed complete costs of the initial systems (5 percent).
- b. Evaluation will be made on the complete annual operating costs of the initial systems (15 percent).

NOTE: Optional costs will not be considered in scoring but will serve as price quotations should any or all options be selected for implementation.

4.2.4 Quality of the Proposal (10 percent)

Evaluation will include the clarity and professional quality of the document(s) submitted. Proposal quality will include the clarity and professional quality of oral presentations and demonstrations if required.

4.2.5 Reference Checks (10 percent)

Evaluation will include scores from reference checks which will be conducted by the Contract Administrator and delivered to the evaluation committee.

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 4910. CBJ Ordinance 53.50 can be viewed electronically at the following internet address: 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.

Note: Juneau Proposer preference (7.0) has requirements regarding a firm's good standing with the City at the time a proposal is submitted. Please review the Purchasing Code cited.

Section	Criteria - Per SECTION 4.2 of RFP	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.	Project understanding	5					
b.	Suitability of solutions	10					
c.	Proposed implementation and training plan	15					
4.2.2	Qualification and Experience						
a.	Experience of proposer and subproposers on similar projects	10					
b.	Experience of proposed personnel and scale of involvement	5					
c.	Competence, support, and customer service as evidenced by references	15					
4.2.3	System Cost						
a.	Proposed complete cost of initial systems	5					
b.	Proposed complete annual operating costs of initial systems	15					
4.2.4	Quality of Proposal	10					
4.2.5	Reference Checks	10					
GRAND TOTAL							

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 _____

CONSULTING FIRM: _____

SCORED BY: _____

DATE: _____

ORAL PRESENTATION/PRODUCT DEMONSTRATION EVALUATION

	Points Possible	Score
1. Scope of Services		
a. System ease of use, operation, and maintenance for all involved parties	0 - 40	_____
2. Consultant's Performance		
a. Ability to meet schedule	0 - 30	_____
b. Quality of presentation	0 - 30	_____
	Subtotal	_____
	Total Points	100 _____
	Individual Ranking	_____

APPENDIX A – CAPITAL TRANSIT FLEET INFORMATION

(C3) RFP E21-138
Capital Transit Fare Collection Technology

Fixed Route Equipment - These vehicles have and will continue to require AVL. These vehicles should be considered for AFC and Additive Alternate APC in submitted proposals:

Unit Number	Description	Model Year	VIN	Year in Service
6052	Gillig Bus - 35', diesel, accessible, low floor w/ 2 doors	2010	15GGB2717A1177717	FY 2010*
6053	Gillig Bus - 35', diesel, accessible, low floor w/ 2 doors	2010	15GGB2719A1177718	FY 2010*
6054	Gillig Bus - 35', diesel, accessible, low floor w/ 2 doors	2010	15GGB2710A1177719	FY 2010*
6055	Gillig Bus - 35', diesel, accessible, low floor w/ 2 doors	2010	15GGB2719A1177720	FY 2010*
6056	Gillig Bus - 35', diesel, accessible, low floor w/ 2 doors	2010	15GGB2719A1177721	FY 2010*
6057	Gillig Bus - 35', diesel, accessible, low floor w/ 2 doors	2010	15GGB2714A1178551	FY 2010*
6058	Gillig Bus - 35', diesel, accessible, low floor w/ 2 doors	2010	15GGB2716A1178552	FY 2010*
6659	Gillig Bus - 35', diesel, accessible, low floor w/ 2 doors	2016	15GGB2719G1187755	FY 2017
6660	Gillig Bus - 35', diesel, accessible, low floor w/ 2 doors	2016	15GGB2710G1187756	FY 2017
6661	Gillig Bus - 35', diesel, accessible, low floor w/ 2 doors	2016	15GGB2712G1187757	FY 2017
6662	Gillig Bus - 35', diesel, accessible, low floor w/ 2 doors	2016	15GGB2714G1187758	FY 2017
6863	Gillig Bus - 35', diesel, accessible, low floor w/ 2 doors	2018	15GGB2718J3191100	FY 2018
6864	Gillig Bus - 35', diesel, accessible, low floor w/ 2 doors	2018	15GGB271XJ3191101	FY 2018
6865	Gillig Bus - 35', diesel, accessible, low floor w/ 2 doors	2018	15GGB2711J3191102	FY 2018
6866	Gillig Bus - 35', diesel, accessible, low floor w/ 2 doors	2018	15GGB2713J3191103	FY 2018
6867	Gillig Bus - 35', diesel, accessible, low floor w/ 2 doors	2018	15GGB2715J3191104	FY 2018
6868	Gillig Bus - 35', diesel, accessible, low floor w/ 2 doors	2018	15GGB2717J3191105	FY 2018
6069	Proterra ZX5 - 40', electric, accessible, low floor w/ 2 doors	2020	7JZTH13JOLL000326	FY 2021

*Existing FY2010 buses will be replaced with electric buses in FY 2022.

Paratransit Equipment - These vehicles have and will continue to require AVL. These vehicles should be considered for Additive Alternate APC in submitted proposals:

Unit Number	Description	Model Year	VIN	Year in Service
6840	Ford E-350 6.8L V-10 El Dorado Aerolite 210 bus w/ 1 door and separate entrance for lift	2018	1FDEE3FS3JDC34558	FY 2019
6841	Ford E-350 6.8L V-10 El Dorado Aerolite 210 bus w/ 1 door and separate entrance for lift	2018	1FDEE3FS6JDC41505	FY 2019
6842	Ford E-350 6.8L V-10 El Dorado Aerolite 210 bus w/ 1 door and separate entrance for lift	2018	1FDEE3FS8JDC41506	FY 2019
6843	Ford E-350 6.8L V-10 El Dorado Aerolite 210 bus w/ 1 door and separate entrance for lift	2018	1FDEE3FSXJDC41507	FY 2019
6844	Ford E-350 6.8L V-10 El Dorado Aerolite 210 bus w/ 1 door and separate entrance for lift	2018	1FDEE3FS1JDC41508	FY 2019
6845	Ford E-350 6.8L V-10 El Dorado Aerolite 210 bus w/ 1 door and separate entrance for lift	2018	1FDEE3FS3JDC41509	FY 2019
6846	Ford E-350 6.8L V-10 El Dorado Aerolite 210 bus w/ 1 door and separate entrance for lift	2018	1FDEE3FSXJDC41510	FY 2019
6847	Ford E-350 6.8L V-10 El Dorado Aerolite 210 bus w/ 1 door and separate entrance for lift	2018	1FDEE3FS1JDC41511	FY 2019
-	*Light duty cutaway bus w/ 1 door and separate entrance for lift	-	-	FY 2021
-	*Light duty cutaway bus w/ 1 door and separate entrance for lift	-	-	FY 2021
-	*Light duty cutaway bus w/ 1 door and separate entrance for lift	-	-	FY 2021

*Contract for additional Paratransit vehicles has not been awarded

Proposers that wish to include a replacement AVL system must include provisions for these vehicles:

Unit Number	Description	Model Year	VIN	Year in Service
6604	Ford 1 Ton Pickup w/ snow plow	2016	1FDRF3B2GEC44850	FY 2016
6503	Jeep Patriot Sport	2015	1C4NJRBB4FD340758	FY 2015
	Ford F350 Utility Pickup	2022	-	FY 2022
6811	Chevy Bolt EV	2018	1G1FX6S08J4115521	FY 2018
6812	Chevy Bolt EV	2018	1G1FX6S02J4115398	FY 2018
6813	Chevy Bolt EV	2018	1G1FX6S0XJ4116282	FY 2018
6901	Ford Escape	2009	1FMCU93G29KB54608	FY 2009



ATTACHMENT 1

STANDARD CONTRACT CAPITAL TRANSIT FARE COLLECTION TECHNOLOGY Contract No. RFP E21-138

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 _____. 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 or reduction in the amount of coverage, Consultant shall provide written notice to the CBJ's Risk

**APPENDIX A: SCOPE OF SERVICES
CAPITAL TRANSIT FARE COLLECTION TECHNOLOGY
Contract No. RFP E21-138**

See Scope of Services in RFP.

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

The completion date for this project is _____/

This contract expires on _____, unless an amendment changing this date is fully executed prior to _____.

STANDARD CONTRACT

**APPENDIX B: COMPENSATION
CAPITAL TRANSIT FARE COLLECTION TECHNOLOGY
Contract No. RFP E21-138**

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 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
CAPITAL TRANSIT FARE COLLECTION TECHNOLOGY
Contract No. RFP E21-138

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 – BID FORMS

(C3) RFP E21-138
Capital Transit Fare Collection Technology

Capital Transit Complete System Cost	
Description	Total
Base Bid:	
Automated Fare Collection System Complete Capital Cost	\$
Automated Fare Collection System Estimated Annual Operating Cost	\$
Additive Alternate:	
Automated Passenger Counting System Complete Capital Cost	\$
Automatic Passenger Counting System Estimated Annual Operating Cost	\$

Capital Transit Warranty Costs	
Description	Unit Total
AFC Warranty Year 1	\$
AFC Warranty Year 2	\$
AFC Warranty Year 3	\$
AFC Warranty Year 4	\$
AFC Warranty Year 5	\$
APC Warranty Year 1	\$
APC Warranty Year 2	\$
APC Warranty Year 3	\$
APC Warranty Year 4	\$
APC Warranty Year 5	\$

**ATTACHMENT 3 – FTA TERMS AND CONDITIONS,
CERTIFICATIONS, and DBE FORMS**

(C3) RFP E21-138
Capital Transit Fare Collection Technology

1. No Government Obligation to Third Parties

a. CBJ and CONTRACTOR acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to CBJ, CONTRACTOR, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

b. CONTRACTOR agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the SUBCONTRACTOR who will be subject to its provisions.

2. Program Fraud and False or Fraudulent Statements or Related Acts.

a. CONTRACTOR acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the CONTRACTOR certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the CONTRACTOR further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the CONTRACTOR to the extent the Federal Government deems appropriate.

b. CONTRACTOR also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. Chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) or other applicable federal law on the CONTRACTOR, to the extent the Federal Government deems appropriate.

c. CONTRACTOR agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the SUBCONTRACTOR who will be subject to the provisions.

3. Access to Records

CONTRACTOR agrees to provide CBJ, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the CONTRACTOR which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. The CONTRACTOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. In accordance with 2 CFR 200.333, the CONTRACTOR agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

4. Federal Changes

CONTRACTOR shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Department of Transportation, Federal Transit Administration, Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. CONTRACTOR's failure to so comply shall constitute a material breach of this contract.

5. Civil Rights

The following requirements apply to the underlying contract:

a. Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the CONTRACTOR agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the CONTRACTOR agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

b. Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(i) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the CONTRACTOR agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The CONTRACTOR agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the CONTRACTOR agrees to comply with any implementing requirements FTA may issue.

(ii) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the CONTRACTOR agrees to refrain from discrimination against present and prospective age. In addition, the CONTRACTOR agrees to comply with any implementing requirements FTA may issue.

(iii) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the CONTRACTOR agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the CONTRACTOR agrees to comply with any implementing requirements FTA may issue.

c. The CONTRACTOR also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

6. Incorporation of FTA Terms

The preceding provisions include, in part, certain Standard Terms and Conditions required by U.S. DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by U.S. DOT, as set forth in FTA Circular 4220, 2 CFR 200.318, and subsequent revisions are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA-mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. CONTRACTOR shall not perform any act, fail to perform any act, or refuse to comply with any CBJ request, which would cause CBJ to be in violation of the FTA terms and conditions.

7. Energy Conservation

CONTRACTOR agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. §§ 6321 *et seq.*

8. 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.

9. Notification Related to Fraud, Waste, Abuse, or Other Legal Matters

If a current or prospective legal matter that may affect the Federal Government emerges, 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.

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.

10. Lobbying Restrictions

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.

11. Buy America

CONTRACTOR agrees to comply with 49 U.S.C. §5323(j) and 49 C.F.R. Part 661 which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. §661.7, and includes microcomputer equipment, software, and small purchases (currently less than \$150,000) made with capital, operating, or planning funds. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11. Rolling stock must be assembled in the United States and have a 70 percent domestic content.

A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification with all bids or offers on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

12. Clean Air

a. 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. 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. 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.

13. Clean Water

a. 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. 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. 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.

14. Responsibility for Settlement of Contract Issues/Disputes

CBJ alone will be responsible in accordance with good administrative practice and sound business judgment for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve any contractual responsibility under its contracts. Neither the Alaska Department of Transportation and Public Facilities nor FTA will substitute its judgment for that of CBJ, unless the matter is primarily a Federal concern. Violations of the law will be referred to the local, State, or Federal authority having proper jurisdiction. The City & Borough of Juneau will attempt to settle disputes through a process of mutual negotiations between the Contract Administrator and the vendor. If the dispute cannot be settled in this manner, the City Manager will be provided with an analysis of the dispute and the negotiations. The City Manager will make a final settlement determination after consultation with and approval from the governing board. Any litigation by the vendor of the City Manager determination must be pursued in a court of the agency's local jurisdiction.

15. Cargo Preference - Use of United States- Flag Vessels

To the extent applicable, CONTRACTOR agrees to comply with 46 U.S.C. §55305 and 46 C.F.R. Part 381 which includes, but is not limited to:

a. to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;

b. to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the contractor in the case of a subcontractor's bill-of-lading.)

c. to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

16. Fly America Requirements

CONTRACTOR agrees to comply with 49 U.S.C. §40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 C.F.R. §§ 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. CONTRACTOR shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. CONTRACTOR agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

LOBBYING CERTIFICATION

The undersigned Contractor 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 making lobbying contacts to 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 [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]

(3) The undersigned shall require that the language of this certification be included in the award documents for all subcontracts. 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 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). 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.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

**BUY AMERICA CERTIFICATION FOR COMPLIANCE WITH BUY AMERICA REQUIREMENTS FOR
STEEL, IRON, OR MANUFACTURED PRODUCTS**

The Bidder/Proposer hereby certifies that it will comply with the requirements of Title 49 USC § 5323(j)(1) and the applicable regulations in 49 CFR Part 661.

Date _____

Signature of Authorized Official _____

Company _____

Name _____

Title _____

**BUY AMERICA CERTIFICATION FOR NON-COMPLIANCE WITH BUY AMERICA REQUIREMENTS FOR
STEEL, IRON, OR MANUFACTURED PRODUCTS**

The Bidder/Proposer hereby certifies that it cannot comply with the requirements of Title 49 USC § 5323(j), but it may qualify for an exception pursuant to Title 49 USC § 5323(j)(2) as amended and the applicable regulations in 49 CFR 661.7.

Date _____

Signature of Authorized Official _____

Company _____

Name _____

Title _____



ENGINEERING DEPARTMENT

DISADVANTAGED BUSINESS ENTERPRISE

UTILIZATION REPORT

Federal-Aid Contracts

Project Name: _____

Project No: _____

The undersigned hereby certifies on behalf of the bidder that:

- A. It (is) (is not) a DOT&PF certified DBE or DBE joint venture.
- B. It (has) (has not) met the DBE Goal for the project. If it has not met the goal, the required documentation of sufficient good faith efforts (is) (is not) attached hereto.
- C. Listed below are the **certified** DBEs to be used in meeting the DBE goal. Included are the firm name, telephone number, bid items or portions of work to be performed indicated by item number, type of DBE credit claimed [prime contractors (P), joint venture (JV), subcontractor (sub), regular dealer (rd), broker (b), or manufacturer (m)], and the creditable dollar amount to be counted toward the goal.

FIRM NAME	PHONE #	BID ITEM, WORK, OR PRODUCT ¹	TYPE OF CREDIT	CREDITABLE DOLLAR AMOUNT
				\$
				\$
				\$
				\$
				\$
				\$

Total creditable DBE Utilization Amount² \$ _____

Basic Bid Amount \$ _____

DBE Utilization as % of Basic Bid Amount _____ %

Original DBE Project Goal _____ %

Revised DBE Project Goal \$ _____

Company Name

Principal's Signature & Title

Date

¹ Identify specific pay item, product, or component of work to be performed by DBE.

² If accepted, this amount becomes the Revised DBE Goal and the required minimum level of DBE participation during the life of the contract.



ENGINEERING DEPARTMENT

CONTACT REPORT

Federal-Aid Contracts

Project Name: _____

Project No: _____

Specific Work or Materials (by pay Item): _____

DBE Firm Contacted:

Name	Address	Phone Number

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).



ENGINEERING DEPARTMENT

SUMMARY OF GOOD FAITH EFFORT DOCUMENTATION

Federal-Aid Contracts

Project Name: _____

Contractor: _____

Project Number: _____

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

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

LIST ADDITIONAL ITEMS ON REVERSE SIDE

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

² Attach completed Contact Reports

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

Comments: _____
