



Engineering Department

**WATER AND WASTEWATER
RATE STUDY UPDATE**

REQUEST FOR PROPOSALS

(C3) RFP E13-238

Issued by: _____
Jennifer Mannix, Contract Administrator

Date: March 26, 2013

**Water & Wastewater Rate Study Update
(C3) RFP E13-238**

SCOPE OF SERVICES: The City and Borough of Juneau (CBJ) seeks proposals from qualified consultants to prepare an updated cost allocation and rate design study for the CBJ Water and Wastewater Utilities (Utility). The study should provide the Utility with the most cost effective manner of collecting revenue, providing a sound rate structure and giving financial direction for a ten year period of operation.

PRE-PROPOSAL MEETING: A non-mandatory pre-proposal meeting will be held in the 3rd floor Engineering Department conference room, 230 South Franklin Street, Marine View Center, at **10:00 a.m., Alaska time on April 8, 2013.** Persons interested in submitting proposals are encouraged to attend. A conference call has been set up for the Pre-proposal meeting. Proposers intending to participate via teleconference shall notify Netti Pahl in the CBJ Engineering Contracts Division, at 907-586-0892, or email contracts@ci.juneau.ak.us by 3:30 PM on April 5, 2013.

QUESTIONS REGARDING THIS RFP: Jennifer Mannix, Contract Administrator, phone 907-586-0873, fax 907-586-4530, jennifer_mannix@ci.juneau.ak.us is the sole point of contact for all issues pertaining to this procurement.

DEADLINE FOR PROPOSALS: 5 copies of the proposal, in a ***sealed envelope***, must be received by the Purchasing Division prior to **2:00 PM Alaska Time on April 18, 2013**, or such later time as the Contract Administrator may announce by addendum to plan holders at any time prior to the submittal date. Proposals will be time-stamped by the Purchasing Division, which will establish the official time of receipt of proposals. Late proposals will not be accepted and will be returned unopened. Faxed or emailed proposals will not be accepted.

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

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

PHYSICAL LOCATION:

City and Borough of Juneau, Purchasing Division
105 Municipal Way, Room 300
Juneau, AK 99801

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

MAILING ADDRESS:

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

The CBJ Purchasing Division's phone number is 907-586-5258, and fax number 907-586-4561.

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

IMPORTANT NOTICE TO PROPOSER			
To submit your proposal: <ol style="list-style-type: none">1. Print your company name and address on the upper left corner of your envelope.2. Complete this label and place it on the lower left corner of your envelope			
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SEALED PROPOSAL			

Disadvantaged Business Enterprises are encouraged to respond.

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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 firm to provide the requested services, and defines the documents required to respond to the RFP.

1.1 Purpose

The City & Borough of Juneau seeks a qualified consultant to evaluate its existing water and wastewater rates, provide recommendations for future rates, and to provide and maintain an updated water rate model for the determination of future rate increases. The rate analyses should consider proposed rates based on a true cost of service analysis and other options that may allow a step wise transition to the cost of service approach.

The intent of the rate study update is to facilitate the determination of fair and equitable rates for all water and wastewater customer classes and to ensure sound fiscal operation of the utilities for the next ten years.

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

1.2 Background.

The City and Borough of Juneau (CBJ), Alaska's capital city, is located along Alaska's Inside Passage and is a landlocked community accessible only by air and sea. Seattle is situated approximately 970 air miles to the south and Anchorage is located approximately 570 air miles to the north. Currently, about 30,800 people reside in Juneau. Juneau is a coastal community that is influenced by a mild maritime climate. Average summer temperatures range from 44 degrees to 65 degrees and average winter temperatures range from 25 degrees to 35 degrees. Additional information on the City and Borough of Juneau is available at www.juneau.org or at www.JuneauAlaska.com. The Juneau Convention and Visitors Bureau can be reached, toll free, at 888-581-2201 or www.traveljuneau.com. The City and Borough of Juneau municipal offices are located at 155 South Seward Street, Juneau, Alaska 99801.

The Public Works Department's Administrative Office and Water Utility Offices are located at 5433 Shaune Drive, Juneau, Alaska. The Public Works Department is the parent agency of the Water and Wastewater Utilities. These Utilities are responsible for collection, treatment and distribution of water within various service areas of the City. A wide variety of clients use the water and wastewater systems. There is little heavy industry in Juneau or major manufacturing.

The CBJ operates and maintains two Water Treatment Facilities: Last Chance Basin (LCB), and Salmon Creek. LCB is the main source of water as Salmon Creek has seasonal turbidity problems.

The CBJ Wastewater Utility operates and maintains three Wastewater Treatment Plants and the Wastewater Collection System. The wastewater collection system includes approximately 139 miles of underground piping, 45 lift stations, and associated equipment to transport and process wastewater.

The CBJ's utility billing system uses MS Govern software, and information from this customer database can be made available to the Consultant.

The CBJ had a Water and Wastewater Utility rate study performed in October 2003. The resultant report is available online at http://www.juneau.org/engineering_ftp/contracts/Contracts.php

This rate study reported that the CBJ had not adjusted water rates for over 10 years prior. The study noted that revenues at the then current rate levels would not keep up with increasing costs of operations, debt service needs, and maintaining adequate reserves to fund repair and replacement needs and recommended that:

“Given the high level of overall rate increases needed for each utility, and significant impacts to certain customer classes based on the cost of service analysis, we recommend the CBJ implement “across-the-board” rate increases for the current rate implementation cycle and transition to cost of service-based rates over time.”

The specific recommendations included several rate increase scenarios which would implement double digit rate increases early in the process followed by more frequent single digit increases, typically occurring every two years, to keep the utilities from returning to their previous financial difficulties.

From 2003 to the present the CBJ has implemented the following across-the-board water and wastewater rate increases:

- 2003 19% for water and 39% for sewer
- 7/1/2006 2% across the board
- 10/1/2010 7% across the board
- 7/1/2011 7% across the board

1.3 **Scope of Work**

The rate study update will begin with a thorough review of the City's previous 2003 rate study, and the rate increases that have been implemented since that time. It will also include an evaluation of each utility's assets, funds, budgets, customer classes, current and predicted usage data, and other pertinent information associated with operation of the utilities.

Principal goals of the rate study update are to:

- Ensure that all customer rate classes are as fair and equitable as possible,
- Educate CBJ management, Assembly members and Juneau residents of the need to adequately fund the utilities, and
- Explain the financial impacts to the utilities that will occur if future rate increases are not implemented when needed.

Consultant work tasks may include but are not limited to:

Work Tasks

1. Evaluating the existing financial condition of the utilities by reviewing available historical data and financial information associated with their operation that was used to determine current rates and fees. The evaluation may include interviews with key CBJ staff, the CBJ Utility Advisory Board (UAB), and members of the public.
2. Reviewing the methodology used in the CBJ's water and sewer ordinances for setting commodity, capacity, administrative and debt rates to determine if there is a need to change such methodology. The Consultant shall review the CBJ water code 75.10 (available at www.juneau.org/law) and shall make recommendations for changes to the code that are necessary for the CBJ to implement and properly manage the new rate structure. This should also cover areas where the new rate structure could conflict with the code.
3. Evaluating the following issues associated with the delivery and pricing of water and wastewater services
 - a. Do existing customer rate classes fairly apportion the expenses of the utilities among the varying user groups? If existing classes don't fairly apportion expenses among user groups, what changes are recommended?
 - b. Projected customer demands for water and wastewater;
 - c. Availability of water supply or system capacities;
 - d. Do current revenues adequately fund water and wastewater system reinvestment needs?
 - e. Do current rates fairly appropriate charges for public and private fire protection service?
 - f. Do current rates address the expenses associated with processing varying concentrations of sewage waste?
 - g. Are the costs associated with inflow/infiltration (I/I) of leaking sewer mains allocated properly?
 - h. What are appropriate peak surcharges based upon year round use vs. seasonal use of water and wastewater services and their relative impacts on the peak use period? Basically, year round users pay year round costs and should only pay for the proportional amount over their average year round use as their peak contribution. Seasonal users who only use services during the peak are not paying the utility for this peak capability during the rest of the year.

- i. Metering requirements associated with various rate formats. Discuss effect and motivation for area wide metered rates for all users, domestic and commercial, and suggest an implementation plan.
 - j. The rates must be designed with metering practicalities and installation expenses considered; discuss appropriate charges for commercial users, the type of wastes discharged, and their relative effect on the utility (i.e. fats, oils and grease; high protein vs. high carbon vs. high phosphate content; etc.).
 - k. Discuss appropriate infrastructure costs of peak visitor industry impacts and methodology to address this user group's impact on the Utility.
 - l. Discuss the regional cost differences that exist in the domestic water and wastewater processing between places like the Mendenhall Valley, Douglas, Glacier Highway beyond the Mendenhall Valley, Lemon Creek, and Downtown Juneau and explain the reason this is to be or not to be included in the Cost of Service model.
4. The study must be able to stand up to public and private scrutiny. Rate making is a constant balancing act among the divergent and often opposing needs of the utility, customers and society. A Public Involvement Plan (PIP) for the study aimed at:
 - a. Ensuring the public is well informed about the purpose, goals, and schedule of the study.
 - b. Conveying the importance of public participation in the study and encouraging constructive input from affected stakeholders.
 - c. Creating an open communication environment where stakeholders can freely discuss issues and ideas about any proposed changes to existing rates.
 - d. Documenting PIP activities to ensure public input was heard and how it was responded to.
 5. Forecasting the revenue requirements for the study period, incorporating fiscal policies, capital related costs, ongoing operating and maintenance expenses and other cash obligations of the utilities.
 6. Benchmarking the financial condition and practices of the CBJ utilities in comparison with other utilities in similar cities. The benchmarking should compare rate categories, volumes, metering practices, capital reserves, asset replacement strategies, investment practices, operating costs, maintenance costs, utility costs, depreciation costs, raw material costs overhead costs, staffing costs and financial costs, etc. The recommended rate structures shall be consistent with industry practices for utility rate making in Alaska and in similar benchmarked communities.

7. Providing and maintaining a computerized, user friendly and updateable structured rate model to facilitate forecasting and planning of future CBJ rate adjustments during the ten year period following completion of the final study.
8. The updated rate structure shall be easy to administer and understand, and it must take into consideration the CBJ's automated billing system capabilities.
9. Discussing the relative financial impacts to the city and the utilities if (a) adequate funding for the utilities is provided entirely by user fees, (b) is provided by user fees in combination with general funds or other sources, or (c) if the utilities are not adequately funded to meet current and future operational and replacement needs.
10. The updated rate structure shall consider the type and amount of reserves appropriate to the CBJ's water and wastewater operations taking into consideration reserves for cash flow, catastrophes, infrastructure replacement and other appropriate purposes.

The overall rate structure or methodology should be aimed at assuring that all water and sewer customers are charged equitably for services provided while realistically funding the current and future operation of the utilities and maintaining sufficient capital reserves for system replacement needs, debt service coverage, and other needs.

There is a potential for a presentation of interim and final reports of the study progress and findings to staff, committees, and/or the CBJ Assembly if requested by the Utility

Interested Consultants are encouraged to suggest modifications to the scope in their proposals if they are anticipated to improve the quality of the study and other deliverables.

1.5 Study Elements

In making its rate structure recommendations, the draft and final reports are expected to include the following elements and analysis:

1. **Current rate structure.** Assess the current rate structure's performance as a baseline for comparing recommended changes.
2. **Equity.** Assess the equity of recommended water and wastewater rates for all types of property ownerships and users.
3. **Revenue Sufficiency.** Assess existing rates and charges and identify other potential expense areas including water and wastewater and any additional collection system maintenance requirements and recommend changes, if appropriate.

4. **Annual Operating and Capital Replacement Fund Balance Targets.** Recommend reserve levels for operating and capital replacement as well as cash flow and unforeseen events.
5. **Capital Improvement and Increased Debt Service.** Recommend a financing action plan to cover existing five-year Capital Improvement Projects and future years included in the CBJ Comprehensive Plan document as well as increases in debt service.
6. **Supporting Data.** Provide data supporting conclusions and observations made for each of the areas above and cite within the study.
7. **Development of and design of the Water & Wastewater Rate Model.** Develop a user friendly rate model for the Utility staff to update revenue requirements, cost of service and rate design over time. Concurrent with the development of the Water and Wastewater Rate Study, develop a spreadsheet model, using the spreadsheet application Excel format as a useful tool for Utility staff.

The model should include integrated modules for;

- a. projecting revenue requirements for the 10-year period; and
 - b. allocating system costs to customer classes.
8. **Public Relations.** Provide suggestions to the CBJ for ways to obtain the understanding and support of our customers, should a rate increase occur.

1.6 Services to be Provided by the CBJ

The services to be provided by the CBJ include, but are not limited to the following:

1. **Furnish Data.** Furnish all reasonably available records and information, including financial reports, budgets, consumption data, meter sizes, and customer billing codes for existing CBJ customers.
2. **Water and Wastewater Plans or Surveys.** Provide electronic copies of the most recent Water Surveys and Wastewater Facility Plans.
3. **Capital Improvement Projects.** Provide information on historic Capital Improvement Projects.
4. **Staff Support.** Provide staff support and assistance as outlined in the study work plan.
5. **Budget and Financial Information.** Provide CBJ Operating and Capital Budgets, Annual Financial Reports.

1.7 Project Deadline

The City anticipates that the Consultant may require up to one year to complete all work for the project after the Notice to Proceed (NTP) is issued. Consultant proposals shall include a schedule outline noting approximate delivery times, in days after the NTP is issued, for the main components of the study update and the overall amount of time they anticipate will be required to complete the study.

1.8 Project Budget

The Water and Wastewater Utility has designated approximately \$150,000-\$200,000 for this project.

1.9 Project Deliverables The following project deliverables are anticipated for the project. Consultant proposals may include recommendations for additional deliverables if determined necessary to successfully complete the project.

1.9.1 A preliminary work plan and schedule for the Project. The Consultant shall meet with the Project Manager for the purposes of reviewing the preliminary plan and determining any changes needed.

1.9.2 Monthly progress reports noting the current status of the Work, summarizing Work accomplished during the previous period and any difficulties and problems associated with performance of the Work.

1.9.3 Consultant shall attend meetings as requested by the Project Manager to discuss the progress of the work. If the Consultant does not have a Juneau office, teleconferencing will be acceptable. The work may include periodic presentation by the Consultant to the public, groups of officials or regulatory agencies if requested by the CBJ.

1.9.4 First Draft Report (electronic and hard copy) of the rate study update, noting all data, findings and recommendations, rate model, and records of public meetings associated with the study.

a. The report shall be delivered in paper and electronic format. Electronic files shall be presented on CD-ROM in Microsoft Word 2010, Excel, or other formats approved by the City. Files may not be in read-only format. The files shall be saved in a manner so that they are compatible with the CBJ computer system and can be opened immediately without executing any intermediate commands. All project information shall become the property of the CBJ

1.9.5 Final Draft Report (electronic and hard copy) of the rate study update which addresses CBJ review comments associated with the First Draft Report, and noting all data, findings and recommendations, the rate model, and records of public meetings associated with the study in the format(s) noted above.

1.9.6 Final Report (electronic and hard copy) of the rate study update which addresses CBJ review comments associated with the Final Draft Report, and noting all data, findings and recommendations, the rate model, and records of public meetings associated with the study in the format(s) noted above. Final Report shall be submitted upon approval of the project manager and shall be submitted in the formats noted above as well as:

- a. One (1) comb-bound original report and one (1) unbound print-ready copy of the final report to the Project Manager. The Final Report shall be a single volume, printed on white paper, double-sided, comb bound and shall include all appendices.
- b. One electronic PDF copy, combining all elements of the report into one file.
- c. One electronic copy of the report in its source files (i.e. Word, Excel).

1.10 Questions

Questions regarding this proposal should be directed to:

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

email: Jennifer_mannix@ci.juneau.ak.us
Telephone: (907) 586-0873
Fax: (907) 586-4530

Office hours are 8:00 AM to 4:30 PM local time, Monday through Friday.

1.11 Standard Contract Language

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

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.

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

3.0 PROPOSAL CONTENT REQUIREMENTS

The response to this RFP shall be in letter form, not more than fifteen (15) pages in length. The information requested below should be organized in the manner specified in order to achieve a uniform review process and obtain the maximum degree of comparability for the Selection Committee.

3.1 Title Page

Show the RFP subject, the name of the firm, address, telephone numbers, and name of contact person and date of submission

3.2 Table of Contents

Clearly identify the materials by selection and page number.

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

3.4 Organization and Capacity of the Firm: Identify the consultant team proposed for this project and demonstrate their ability to perform the desired services within the established schedule. The proposal should discuss the current workload of staff proposed for the requested services to accomplish the desired services. Key personnel shall be named and their roles within the project clearly identified. Other project commitments of key personnel shall also be identified. The level of involvement should be displayed in a way which is consistent with the scale of the project. The qualifications of personnel shall be included.

3.5 Firm's Experience with Similar Projects: Proposal should include a list of projects of similar scale and scope, succinctly described.

3.6 Firm's Hourly Rates: Evaluation will include the hourly rates of pay for personnel to be used on this project. Include a list of reimbursable expenses typical for this type of project. Hourly rates shall include all markups and multipliers.

3.7 Quality of the Proposal: Evaluation will include the clarity and professional quality of the document(s) submitted.

3.8 Licenses: Professional registration (Engineer/Architect/Land Surveyor/Landscape Architect) in the State of Alaska at the time of proposal submission is required (Alaska Statute 08.48.281). If a corporate license is held, the professional licensed in the State of Alaska (in order to obtain a corporate license) must be in responsible charge of the project, as well as the professional stamping the work. All survey work involving property or boundary surveys must be stamped by a Professional Land Surveyor licensed in the State of Alaska. All reports prepared by a registered professional licensed in the State of Alaska must be stamped by the registered professional. The proposal must include a statement indicating that all required corporate, all required professional occupational licenses and all other necessary licenses/certifications are currently held. License/certification numbers must be provided.

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

3.10 Proposal Signature: The proposal must be signed by a representative who has authority to bind the firm. Name and title of the individual signing the proposal must be printed below or adjacent to the signature.

3.11 Resumes: Resumes may be attached to the proposal as appendices and will not be included in the page count for proposals.

3.12 **Juneau Proposer according to SECTION 7.0.**

4.0 EVALUATION OF PROPOSALS

4.1 Criteria

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

4.2 Evaluation Data

The Evaluation Data discussed below is 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

Work schedule and methodology will be evaluated according to budget sensitivity, efficiency, completeness and pertinence of the tasks submitted by the Proposer, as well as the creativity and logic of the overall approach. The proposal should show interest and insight about this project.

4.2.2 Organization, Capacity of Firm and Personnel Qualifications

- a. Evaluation will be made of the Proposer's organization and the ability to perform the desired services within the established schedule.
- b. Evaluation will be made based on proposed personnel, their relevant qualifications and experience, and their proposed scale of involvement.

4.2.3 Relevant Experience and Past Record of Performance

Evaluation will be made of the Proposer's experience with projects of similar scope and scale, as well as other projects with the CBJ, other government agencies and private industry.

4.2.4 Firm's Hourly Rates

Evaluation will be made on the proposed hourly rates of pay for personnel to be used on this project.

4.2.5 Quality of the Proposal

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

4.2.6 Juneau Proposer according to **SECTION 7.0**

Prime Consultant meets Juneau Proposer requirements as stipulated in Section 7.0 – Juneau Proposer Points.

4.2.7 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.

6.0 INSURANCE REQUIREMENTS

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

7.0 JUNEAU PROPOSER POINTS

Juneau Proposer points shall be awarded if the Proposer is determined to be a “Juneau proposer” meeting the criteria of CBJ’s Purchasing Ordinance 53.50, section 53.50.010. CBJ Ordinance 53.50 can be viewed electronically at the following internet address: <http://www.juneau.org/law/code/code.php>.

***Note:** This criteria for meeting Juneau Proposer requirements have changed. Among other requirements, a Proposer must be in Good Standing with the CBJ Finance Department at the time a proposal is submitted. Please review the new requirements and contact the CBJ Engineering Department or Purchasing Division with any questions.*

A paper copy of the CBJ Purchasing Ordinance is available upon request from the CBJ Engineering Department or Purchasing Division.

8.0 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 586-5258. CBJ Ordinance 53.50 can be viewed electronically at the following Internet address: <http://www.juneau.org/law/code/purchasing.pdf>.

9.0 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 bid. To determine if your business is in good standing, or for further information, contact the CBJ Finance Department's Sales Tax Division at (907) 586-5265 for sales tax issues, Assessor's Office at (907)586-0930 for business personal property issues, or Collections Division at (907) 586-5268 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.

CONSULTING FIRM: _____

SCORED BY: _____

DATE: _____

EVALUATION/RANKING

		POINTS AWARDED	
		Points Possible	Score
4.2.1	Proposed Method to Accomplish the Project including proposed work plan and schedule, public involvement plan, and other anticipated deliverables.	0 – 30	_____
4.2.2	Organization, Capacity of Firm and Personnel Qualifications		
	a. Organization and ability to perform services within desired schedule	0 – 15	_____
	b. Experience of proposed personnel and scale of involvement	0 – 15	_____
4.2.3	Relevant Experience and Past Record of Performance	0 – 25	_____
4.2.4	Proposed Hourly Rates	0 – 5	_____
4.2.5	Quality of Proposal	0 – 5	_____
		Subtotal	_____
The Engineering Contract Administrator will assign points for criterion 4.2.5 below.			
4.2.6	Juneau Proposer (according to SECTION 7.0).	0 or 5	_____
	TOTAL POINTS	100	_____
INDIVIDUAL RANKING			



ENGINEERING DEPARTMENT

ATTACHMENT 1

PROFESSIONAL SERVICES CONTRACT Water and Wastewater Rate Study Update Contract No. RFP E13-238

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 Jim Heumann, P.E. 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. The Consultant has secured and shall maintain insurance for the risks and in the amounts specified in Appendix C. The Consultant and its insurance carrier waive subrogation against the City, except Workers Compensation and Professional Liability.

22. INDEMNIFICATION AND HOLD HARMLESS. The Consultant agrees to defend, indemnify, and hold harmless CBJ, its employees, and authorized representatives, with respect to any action, claim, or lawsuit arising out of or related to the Consultant's negligent performance of this contract without limitation as to the amount of fees, and without limitation as to any damages, cost or expense resulting from settlement, judgment, or verdict, and includes the award of any attorney's fees even if in excess of Alaska Civil Rule 82. This indemnification agreement applies to the fullest extent permitted by law, meaning that if there is a claim of, or liability for, a joint act, error, or omission of the consultant and the CBJ, the indemnification, defense, and hold harmless obligation of this provision shall be apportioned on a comparative fault basis. This agreement is in full force and effect whenever and wherever any action, claim, or lawsuit is initiated, filed, or otherwise brought against CBJ relating to this contract. The obligations of Consultant arise immediately upon actual or constructive notice of any action, claim, or lawsuit. CBJ shall notify Consultant in a timely manner of the need for indemnification, but such notice is not a condition precedent to Consultant's obligations and may be waived where the Consultant has actual notice.

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

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

25. PRECEDENCE OF DOCUMENTS. In the event of a conflict between the provisions of this document and its appendices, the order of precedence shall be this document, Appendix A, Appendix B and Appendix C.

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

CITY AND BOROUGH OF JUNEAU

Kimberly A. Kiefer Date
City and Borough Manager

Company name

Name Date
Rank [i.e. President]
email

Approved as to form:

Jennifer Mannix Date
Contract Administrator

519760503-5390 (2/3)

514750102-5390 (1/3)

**APPENDIX A: SCOPE OF SERVICES
Water and Wastewater Rate Study Update
Contract No. RFP E13-238**

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
Water and Wastewater Rate Study Update
Contract No. RFP E13-238

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: \$50.00 (\$10.00 for breakfast, \$15.00 for lunch and \$25.00 for dinner).
- ◆ The Consultant shall stay at the hotel with a daily rate not to exceed \$125.00.
- ◆ Travel agent fees, tips, alcohol or bar tabs shall not be paid by the CBJ.
- ◆ Car rental, parking, and taxi fees shall be reasonable and not excessive. This reimbursement is for services in Juneau only. Parking fees, etc. outside of Juneau will not be reimbursed.

APPENDIX C: INSURANCE REQUIREMENTS
Water and Wastewater Rate Study Update
Contract No. RFP E13-238

The Consultant must provide certification of proper insurance coverage or binder to the City and Borough of Juneau. The certificate of insurance supplied to the City shall state that the City is named as “**Additional Insured for any and all work performed for the City & Borough of Juneau.**” The Additional Insured requirement does not apply to Professional Liability and Workers Compensation insurance. Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. The City no longer requires certificates of insurance referencing project names and contract numbers. Proof of the following insurance is required before award:

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.

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.

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.

Each policy shall be endorsed to waive all rights of subrogation against the City by reason of any payment made for claims under the above coverage, except Workers Compensation and Professional Liability.