



## ADDENDUM TO THE CONTRACT

for the

### JUNEAU DOUGLAS CITY MUSEUM HVAC UPGRADES Contract No. E14-194

**ADDENDUM NO.:** ONE

**CURRENT DEADLINE FOR BIDS:**

February 20, 2014

**PREVIOUS ADDENDA:** NONE

**ISSUED BY:** City and Borough of Juneau  
ENGINEERING DEPARTMENT  
155 South Seward Street  
Juneau, Alaska 99801

**DATE ADDENDUM ISSUED:** January 29, 2014

The following items of the contract are modified as herein indicated. All other items remain the same. This addendum has been issued and is posted online. Please refer to the CBJ Engineering Contracts Division webpage at: [http://www.juneau.org/engineering\\_ftp/contracts/Contracts.php](http://www.juneau.org/engineering_ftp/contracts/Contracts.php)

#### **PROJECT MANUAL AND DRAWINGS:**

Item No. 1: This project Bid Number was issued incorrectly. The Bid Number for this project and all documents pertaining thereto is **changed from** E13-217 **to** E14-194. All further addenda will reflect the New Bid Number.

#### **PROJECT MANUAL**

Item No. 2: SECTION 00100 – INSTRUCTIONS TO BIDDERS. **Delete** in its entirety, and **replace** with the attached SECTION 00100 – INSTRUCTION TO BIDDERS, labeled Addendum No. 1.

Item No. 3: SECTION 00300 – BID. **Delete** in its entirety, and **replace** with the attached SECTION 00300 – BID, labeled Addendum No. 1.

Item No. 4: SECTION 00310 – BID SCHEDULE. **Delete** in its entirety, and **replace** with the attached SECTION 00310 – BID SCHEDULE, labeled Addendum No. 1.

Item No. 5: SECTION 00320 – BID BOND. **Delete** in its entirety, and **replace** with the attached SECTION 00320 – BID BOND, labeled Addendum No. 1.

Item No. 6: SECTION 00360 – SUBCONTRACTOR REPORT. **Delete** in its entirety, and **replace** with the attached SECTION 00360 – SUBCONTRACTOR REPORT, labeled Addendum No. 1.

Item No. 7: SECTION 00420 – DBE GOALS. **Delete** in its entirety, and **replace** with the attached SECTION 00420 – DBE GOALS, labeled Addendum No. 1.

By:   
Rich Ritter, AIA,  
Acting Contracts Administrator

Total number of pages contained within this Addendum: 29

## SECTION 00100 - INSTRUCTIONS TO BIDDERS

**1.0 DEFINED TERMS.** Terms used in these Instructions to Bidders and the Notice Inviting Bids, which are defined in the General Conditions, have the meanings assigned to them in the General Conditions. The term "Bidder" means one who submits a Bid directly to the OWNER, as distinct from a sub-bidder, who submits a Bid to a Bidder.

### **2.0 INTERPRETATIONS AND ADDENDA.**

- A. **INTERPRETATIONS.** All questions about the meaning or intent of the Contract Documents are to be directed to the Engineering Contracts Administrator. Interpretations or clarifications considered necessary by the Engineering Contracts Administrator in response to such questions will be issued by Addendum, mailed, faxed, or delivered to all parties recorded by the Engineering Contracts Administrator, or OWNER, as having received the Contract Documents. Questions received less than seven Days prior to the Deadline for Bids may not be answered. Only questions answered by formal written Addendum will be binding. Oral and other interpretations or clarifications will be without legal effect.
- B. **ADDENDA.** Addenda may be issued to modify the Contract Documents as deemed advisable by the OWNER. Addenda may be faxed or, if addendum format warrants, addenda may be posted to the CBJ Engineering Department website. In any event, notification of addendum issuance will be faxed to planholders. Hard copies are available upon request. The OWNER will make all reasonable attempts to ensure that all planholders receive notification of Addenda, however, it is strongly recommended by the OWNER that bidders independently confirm the contents, number, and dates of each Addendum prior to submitting a Bid.

**3.0 FAIR COMPETITION.** More than one Bid from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. If the OWNER believes that any Bidder is interested in more than one Bid for the WORK contemplated, all Bids in which such Bidder is interested will be rejected. If the OWNER believes that collusion exists among the Bidders, all Bids will be rejected.

**4.0 RESPONSIBILITY OF BIDDERS.** Only responsive Bids from responsible Bidders will be considered. A Bid submitted by a Bidder determined to be not responsible may be rejected. The OWNER may find a bidder to be not responsible for any one of the following reasons, but is not limited in its responsibility analysis to the following factors:

- A. Evidence of bid rigging or collusion;
- B. Fraud or dishonesty in the performance of previous contracts;
- C. Record of integrity;
- D. More than one bid for the same work from an individual, firm, or corporation under the same or different name;
- E. Unsatisfactory performance on previous or current contracts;
- F. Failure to pay, or satisfactorily settle, all bills due for labor and material on previous contracts;

## SECTION 00100 - INSTRUCTIONS TO BIDDERS

- G. Uncompleted work that, in the judgment of the OWNER, might hinder or prevent the bidder's prompt completion of additional work, if awarded;
- H. Failure to reimburse the OWNER for monies owed on any previous contracts;
- I. Default under previous contracts;
- J. Failure to comply with any qualification requirements of the OWNER; special standards for responsibility, if applicable, will be specified. These special standards establish minimum standards or experience required for a responsible Bidder on a specific contract;
- K. Engaging in any activity that constitutes a cause for debarment or suspension under the CBJ Procurement Code 53.50 or submitting a bid during a period of debarment;
- L. Lack of skill, ability, financial resources, or equipment required to perform the contract; or
- M. Lack of legal capacity to contract.
- N. Bidders must be registered as required by law and in good standing for all amounts owned to the OWNER per Paragraph 21.0 of this Section.
- O. Failure to submit a complete Subcontractor Report as required in section Section 00360 – Subcontractor Report.

Nothing contained in this section deprives the OWNER of its discretion in determining the lowest responsible bidder. Before a Bid is considered for award, a Bidder may be requested to submit information documenting its ability and competency to perform the WORK, according to general standards of responsibility and any special standards which may apply. It is Bidder's responsibility to submit sufficient, relevant, and adequate information. OWNER will make its determination of responsibility and has no obligation to request clarification or supplementary information.

**5.0 NON-RESPONSIVE BIDS.** Only responsive Bids will be considered. Bids may be considered non-responsive and may be rejected. Some of the reasons a Bid may be rejected for being non-responsive are:

- A. If a Bid is received by the CBJ Purchasing Division after the Deadline for Bids.
- B. If the Bid is on a form other than that furnished by the OWNER, or legible copies thereof; or if the form is altered or any part thereof is detached; or if the Bid is improperly signed.
- C. If there are unauthorized additions, conditional or alternate Bids, or irregularities of any kind which may tend to make the bid incomplete, indefinite, ambiguous as to its meaning, or in conflict with the OWNER's Bid document.
- D. If the Bidder adds any unauthorized conditions, limitations, or provisions reserving the right to accept or reject any award, or to enter into a contract pursuant to an award. This does not exclude a Bid limiting the maximum gross amount of awards acceptable to any one Bidder at any one Bid opening, provided that any selection of awards will be made by the OWNER.

## SECTION 00100 - INSTRUCTIONS TO BIDDERS

- E. If the Bid does not contain a Unit Price for each pay item listed, except in the case of authorized alternate pay items.
- F. If the Bidder has not acknowledged receipt of each Addendum.
- G. If the Bidder fails to furnish an acceptable Bid guaranty with the Bid.
- H. If any of the Unit Prices Bid are excessively unbalanced (either above or below the amount of a reasonable Bid) to the potential detriment of the OWNER.
- I. If a Bid modification does not conform to Article 15.0 of this Section.

### **6.0 BIDDER'S EXAMINATION OF CONTRACT DOCUMENTS AND SITE.** It is the responsibility of each Bidder before submitting a Bid:

- A. To examine thoroughly the Contract Documents, and other related data identified in the Bidding documents (including "technical data" referred to below):
  - 1. To visit the site to become familiar with and to satisfy the Bidder as to the general and local conditions that may affect cost, progress, or performance, of the WORK,
  - 2. To consider federal, state and local laws and regulations that may affect cost, progress, or performance of the WORK,
  - 3. To study and carefully correlate the Bidder's observations with the Contract Documents, and other related data; and
  - 4. To notify the ENGINEER of all conflicts, errors, or discrepancies in or between the Contract Documents and such other related data.

### **7.0 REFERENCE IS MADE TO THE SUPPLEMENTARY GENERAL CONDITIONS FOR IDENTIFICATION OF:**

- A. Those reports of explorations and tests of subsurface conditions at the site which have been utilized by the Engineer of Record in the preparation of the Contract Documents. The Bidder may rely upon the accuracy of the technical data contained in such reports, however, the interpretation of such technical data, including any interpolation or extrapolation thereof, together with non-technical data, interpretations, and opinions contained therein or the completeness thereof is the responsibility of the Bidder.
- B. Those Drawings of physical conditions in or relating to existing surface and subsurface conditions (except underground utilities) which are at or contiguous to the site have been utilized by the Engineer of Record in the preparation of the Contract Documents. The Bidder may rely upon the accuracy of the technical data contained in such Drawings, however, the interpretation of such technical data, including any interpolation or extrapolation thereof, together with nontechnical data, interpretations, and opinions contained in such Drawings or the completeness thereof is the responsibility of the Bidder.
- C. Copies of such reports and Drawings will be made available by the OWNER to any Bidder on request if said reports and Drawings are not bound herein. Those reports and Drawings are not part of the Contract Documents, but the technical data contained therein upon which the Bidder is entitled to rely, as provided in Paragraph SGC-4.2 of the Supplementary General Conditions, are incorporated herein by reference.

## SECTION 00100 - INSTRUCTIONS TO BIDDERS

- D. Information and data reflected in the Contract Documents with respect to underground utilities at or contiguous to the site is based upon information and data furnished to the OWNER and the Engineer of Record by the owners of such underground utilities or others, and the OWNER does not assume responsibility for the accuracy or completeness thereof unless it is expressly provided otherwise in the Supplementary General Conditions, or in Section 01530 - Protection and Restoration of Existing Facilities of the General Requirements.
- E. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders on subsurface conditions, underground utilities and other physical conditions, and possible changes in the Contract Documents due to differing conditions appear in Paragraphs 4.2, 4.3, and 4.4 of the General Conditions.
- F. Before submitting a Bid, each Bidder will, at Bidder's own expense, make or obtain any additional examinations, investigations, explorations, tests, and studies and obtain any additional information and data which pertain to the physical conditions (surface, subsurface, and underground utilities) at or contiguous to the site or otherwise which may affect cost, progress, or performance of the WORK and which the Bidder deems necessary to determine its Bid for performing the WORK in accordance with the time, price, and other terms and conditions of the Contract Documents.
- G. On request in advance, the OWNER will provide each Bidder access to the site to conduct such explorations and tests as each Bidder deems necessary for submission of a Bid. Bidder shall fill all holes and shall clean up and restore the site to its former condition upon completion of such explorations.
- H. The lands upon which the WORK is to be performed, rights-of-way and easements for access thereto and other lands designated for use by the CONTRACTOR in performing the WORK are identified in the Contract Documents. All additional lands and access thereto required for temporary construction facilities or storage of materials and equipment are to be provided by the CONTRACTOR. Easements for permanent structures or permanent changes in existing structures are to be obtained and paid for by the OWNER unless otherwise provided in the Contract Documents.
- I. The submission of a Bid will constitute an incontrovertible representation by the Bidder that the Bidder has complied with every requirement of Article 6.0, "Bidder's Examination of Contract Documents and Site" herein, that without exception the Bid is premised upon performing the WORK required by the Contract Documents and such means, methods, techniques, sequences, or procedures of construction as may be indicated in or required by the Contract Documents, and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the WORK.

### 8.0 BID FORM.

- A. The Bid shall be made on the Bid Schedule(s) bound herein, or on the yellow Bid packet provided, or on legible and complete copies thereof, and shall contain the following: Sections 00300, 00310, the required Bid Security, and any other documents required in Section 00300 – Bid.

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- B. All blanks on the Bid Form and Bid Schedule must be completed in ink or typed.
- C. Bids by corporations must be executed in the corporate name by the president, a vice-president (or other corporate officer). The corporate address and state of incorporation must appear below the signature.
- D. Bids by partnerships must be executed in the partnership name and be signed by a managing partner, and the official address of the partnership must appear below the signature.
- E. The Bidder's Bid must be signed. All names must be printed or typed below the signature.
- F. The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid form. Failure to acknowledge Addenda may render Bid non-responsive and may cause its rejection.
- G. The address to which communications regarding the Bid are to be directed must be shown.

**9.0 QUANTITIES OF WORK.** The quantities of WORK, or material, stated in Unit Price items of the Bid are supplied only to give an indication of the general scope of the WORK; the OWNER does not expressly or by implication agree that the actual amount of WORK, or material, will correspond therewith, and reserves the right after award to increase or decrease the amount of any Unit Price item of the WORK by an amount up to and including 25 percent of any Bid item, without a change in the Unit Price, and shall include the right to delete any Bid item in its entirety, or to add additional Bid items up to and including an aggregate total amount not to exceed 25 percent of the Contract Price (see Section 00700 - General Conditions, Article 10 Changes In the WORK).

**10.0 SUBSTITUTE OR "OR-EQUAL" ITEMS.** The procedure for the submittal of substitute or "or-equal" products is specified in Section 01300 – Contractor Submittals.

**11.0 SUBMISSION OF BIDS.** The Bid shall be delivered by the time and to the place stipulated in Section 00030 - Notice Inviting Bids. It is the Bidder's sole responsibility to see that its Bid is received in proper time. Oral, telegraphic, emailed, or faxed Bids will not be considered. The envelope enclosing the sealed Bids shall be plainly marked in the upper left-hand corner with the name and address of the Bidder and shall also include the label included in Section 00030 – Notice Inviting Bids. The Bid Security shall be enclosed in the same envelope with the Bid

**12.0 BID SECURITY, BONDS, AND INSURANCE.** Each Bid shall be accompanied by a certified, or cashier's check, or approved Bid Bond in an amount of at least 5 percent of the total Bid price. The "total Bid price" is the amount of the Base Bid, plus the amount of alternate Bids, if any, which total to the maximum amount for which the CONTRACT could be awarded. Said check or Bond shall be made payable to the OWNER and shall be given as a guarantee that the Bidder, if offered the WORK, will enter into an Agreement with the OWNER, and will furnish the necessary insurance certificates, Payment Bond, and Performance Bond; each of said Bonds, if required, and insurance amounts shall be as stated in the Supplementary General Conditions. In case of refusal or failure to enter into said Agreement, the check or Bid Bond, as the case may be, may be forfeited to the OWNER. If the Bidder elects to furnish a Bid Bond as its Bid security, the Bidder shall use the Bid Bond form bound herein, or one conforming substantially to it in form. Bid Bonds must be accompanied by a legible Power of Attorney.

## SECTION 00100 - INSTRUCTIONS TO BIDDERS

**13.0 RETURN OF BID SECURITY.** The OWNER will return all Bid security checks (certified or cashier's) accompanying such of the Bids as are not considered in making the award. All other Bid securities will be held until the Agreement has been executed. Following execution of the Agreement, all other Bid security checks will be returned to the respective Bidders whose Bids they accompanied and Bid security bonds will be appropriately discarded.

**14.0 DISCREPANCIES IN BIDS.** In the event there is more than one Pay Item in a Bid Schedule, the Bidder shall furnish a price for all Pay Items in the schedule, and failure to do so may render the Bid non-responsive and cause its rejection. In the event there are Unit Price Pay Items in a Bid Schedule and the "amount" indicated for a Unit Price Bid Item does not equal the product of the Unit Price and quantity, the Unit Price shall govern and the amount will be corrected accordingly, and the Bidder shall be bound by said correction. In the event there is more than one Pay Item in a Bid Schedule and the total indicated for the schedule does not agree with the sum of the prices Bid on the individual items, the prices Bid on the individual items shall govern and the total for the schedule will be corrected accordingly, and the Bidder shall be bound by said correction.

### **15.0 BID MODIFICATIONS AND UNAUTHORIZED ALTERNATIVE BIDS.**

- A. Any bidder may deliver a modification to a bid in person, by mail or fax (907-586-4561), provided that such modification is received by the Purchasing Division no later than the deadline for bids. Modifications will be time and date stamped by the Purchasing Division, which will establish the official time of receipt of the modification. The modification must not reveal the bid price but should be in the form of an addition or subtraction or other modification so that the final prices will not be known until the sealed bid is opened.

The Bid modifications shall be provided on the **Bid Modification Form** located at the end of this Section. Submittal of any other form by the vendor may deem the modification unacceptable by the OWNER. **A mail or fax modification should not reveal the Bid price but should provide the addition or subtraction or other modification so that the final prices will not be known by the City and Borough until the sealed Bid is opened.** Submitted Modification forms shall include the modification to the unit price or lump sum amount of each pay item modified.

**FAX DISCLAIMER:** It is the responsibility of the bidder to submit modifications in a timely manner. Bidders' use of a fax machine to modify their bid shall be at bidders' sole risk. The Purchasing Division will attempt to keep the fax machine in good working order but will not be responsible for bid modifications that are late due to mechanical failure, a busy fax machine, or any other cause arising from bidder's use of a fax machine, even if bidder submits a transmission report or provides other confirmation indicating that the bidder transmitted a bid modification prior to the deadline. The City will not be responsible for its failure to receive the modification whether such failure is caused by equipment or human error, or otherwise. Bidders are therefore strongly encouraged to confirm receipt of their bid modification with the Purchasing Division (907-586-5258) prior to deadline.

- B. Conditioned bids, limitations, or provisos attached to the Bid or bid modification will render it unauthorized and cause its rejection as being non-responsive. The completed Bid forms shall be without interlineations, alterations, or erasures in the printed text. All changes shall be initialed by the person signing the Bid. Alternative Bids will not be considered unless called for.

## SECTION 00100 - INSTRUCTIONS TO BIDDERS

**16.0 WITHDRAWAL OF BID.** Prior to the Deadline for Bids, the Bid may be withdrawn by the Bidder by means of a written request, signed by the Bidder or its properly authorized representative. Such written request must be delivered to the place stipulated in the Notice Inviting Bids for receipt of Bids.

### **17.0 AWARD OF CONTRACT.**

- A. Award of a contract, if it is awarded, will be on the basis of materials and equipment described in the Drawings or specified in the Technical Specifications and will be made to the lowest responsive, responsible Bidder whose Bid complies with all the requirements prescribed. Unless otherwise specified, any such award will be made within the period stated in the Notice Inviting Bids that the Bids are to remain open. Unless otherwise indicated, a single award will be made for all the Bid items in an individual Bid Schedule.
- B. If the OWNER has elected to advertise this Project with a Base Bid and Alternates, the OWNER may elect to award the contract for the Base Bid, or the Base Bid in combination with one or more Alternates selected by the OWNER. In either case, award shall be made to the responsive, responsible bidder offering the lowest total Bid for the WORK to be awarded.
- C. Low Bidder will be determined on the basis of the lowest total of the Base Bid plus combinations of Alternates in order of priority as listed below within the limits of available funding.

#### Priority No.

- 1 Base Bid and Additive Alternate No. 1
- 2 Base Bid

### **18.0 EXECUTION OF AGREEMENT.**

- A. All Bids of value greater than \$1,000,000 must be approved by the CBJ Assembly. After the CBJ Assembly has approved the award and after the Bid protest period, the OWNER will issue a Notice of Intent to Award to the approved Bidder. The Bidder to whom award is made shall execute a written Agreement with the OWNER on the Agreement form, Section 00500, collect insurance, and shall furnish all certificates and Bonds required by the Contract Documents within 10 Days (calendar) from the date of the Notice of Intent to Award letter.
- B. Failure or refusal to enter into the Agreement as herein provided or to conform to any of the stipulated requirements in connection therewith shall be just cause for annulment of the award and forfeiture of the Bid security. If the lowest responsive, responsible Bidder refuses or fails to execute the Agreement, the OWNER may award the contract to the second lowest responsive, responsible Bidder. If the second lowest responsive, responsible Bidder refuses or fails to execute the Agreement, the OWNER may award the contract to the third lowest responsive, responsible Bidder. On the failure or refusal of such second or third lowest Bidder to execute the Agreement, each such Bidder's Bid securities shall be likewise forfeited to the OWNER.

## SECTION 00100 - INSTRUCTIONS TO BIDDERS

**19.0 LIQUIDATED DAMAGES.** Provisions for liquidated damages if any, are set forth in Section 00500 - Agreement.

**20.0 FILING A PROTEST.**

A. A Bidder may protest the proposed award of a competitive sealed Bid by the City and Borough of Juneau. The protest shall be executed in accordance with CBJ Ordinance 53.50.062 PROTESTS and CBJ Ordinance 53.50.080 ADMINISTRATION OF PROTEST. The entire text of the CBJ Purchasing Ordinance can be accessed at the CBJ website, <http://www.juneau.org/law/code/code.php>, or call the CBJ Purchasing Division at (907) 586-5258 for a copy of the ordinance.

B. Late protests shall not be considered by the CBJ Purchasing Officer.

**21.0 CONTRACTOR'S GOOD STANDING WITH CBJ FINANCE DEPARTMENT:** Contractors 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 Contractor 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 Contractor 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 Contractor 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.

**22.0 PERMITS AND LICENSES.** The CONTRACTOR is responsible for all WORK associated with meeting any local, state, and/or federal permit and licensing requirements.

**SECTION 00100 - INSTRUCTIONS TO BIDDERS**

CITY AND BOROUGH OF JUNEAU  
PURCHASING DIVISION  
FAX NO. 907-586-4561

**BID MODIFICATION FORM**

Modification Number: \_\_\_\_\_

Note: All modifications shall be made to the original bid amount(s). If more than one Modification form is submitted by any one bidder, changes from all Modification forms submitted will be combined and applied to the original bid. Changes to the modified Bid amounts will be calculated by the OWNER.

<b>PAY ITEM NO.</b>	<b>PAY ITEM DESCRIPTION</b>	<b>MODIFICATIONS TO UNIT PRICE OR LUMP SUM (indicate +/-)</b>

**Total Increase or Decrease: \$** \_\_\_\_\_

\_\_\_\_\_  
**Name of Bidding Firm**

\_\_\_\_\_  
**Responsible Party Signature**

\_\_\_\_\_  
**Printed Name (must be an authorized signatory for Bidding Firm)**

**END OF SECTION**

**SECTION 00300 - BID**

**BID TO: THE CITY AND BOROUGH OF JUNEAU**

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with the OWNER in the form included in the Contract Documents (as defined in Article 7 of Section 00500 - Agreement) to perform the WORK as specified or indicated in said Contract Documents entitled  

**Juneau Douglas City Museum HVAC Upgrades  
CBJ Contract No. E14-194**
2. Bidder accepts all of the terms and conditions of the Contract Documents, including without limitation those in the "Notice Inviting Bids" and "Instructions to Bidders," dealing with the disposition of the Bid Security.
3. This Bid will remain open for the period of time stated in the "Notice Inviting Bids" unless otherwise required by law. Bidder will enter into an Agreement within the time and in the manner required in the "Notice Inviting Bids" and the "Instructions to Bidders," and will furnish insurance certificates, Payment Bond, Performance Bond, and any other documents as may be required by the Contract Documents.
4. Bidder has familiarized itself with the nature and extent of the Contract Documents, WORK, site, locality where the WORK is to be performed, the legal requirements (federal, state and local laws, ordinances, rules, and regulations), and the conditions affecting cost, progress or performance of the WORK and has made such independent investigations as Bidder deems necessary.
5. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.
6. To all the foregoing, and including all Bid Schedule and information required of Bidder contained in this Bid Form, said Bidder further agrees to complete the WORK required under the Contract Documents within the Contract Time stipulated in said Contract Documents, and to accept in full payment therefore the Contract Price based on the total bid price(s) named in the aforementioned Bid Schedule.
7. Bidder has examined copies of all the Contract Documents including the following Addenda (receipt of all of which is hereby acknowledged by the Undersigned):

Addenda No.	Date Issued	Addenda No.	Date Issued

**Give number and date of each addenda above. Failure to acknowledge receipt of all Addenda may cause the Bid to be non-responsive and may cause its rejection.**

**SECTION 00300 - BID**

8. The Bidder has read this Bid and agrees to the conditions as stated herein by signing his/her signature in the space provided below.

Dated: _____	Bidder: _____ (Company Name)
Alaska CONTRACTOR's Business License No: _____	By: _____ (Signature)
Alaska CONTRACTOR's License No: _____	Printed Name: _____ Title: _____
Telephone No: _____	Address: _____ (Street or P.O. Box)
Fax No: _____	_____ (City, State, Zip)
Email: _____	

9. TO BE CONSIDERED, ALL BIDDERS MUST COMPLETE AND INCLUDE THE FOLLOWING AT THE TIME OF THE DEADLINE FOR BIDS:

- Bid, Section 00300 (includes addenda receipt statement)
- Completed Bid Schedule, Section 00310
- Bid Security (Bid Bond, Section 00320, or by a certified or cashier's check as stipulated in the Notice Inviting Bids, Section 00030)
- Disadvantaged Business Enterprises, Bidders Registration (CONTRACTOR), Section 00420

10. The apparent low Bidder is required to complete and submit the following documents by 4:30 p.m. on the ***fifth business day*** following the date of the Posting Notice.

- Subcontractor Report, Section 00360

The apparent low Bidder who fails to submit a completed Subcontractor Report within the time specified in Section 00360 – Subcontractor Report will be found to be not a responsible Bidder and may be required to forfeit the Bid security. The OWNER will then consider the next lowest Bidder for award of the contract.

11. The successful Bidder will be required to submit, ***within ten calendar Days*** after the date of the "Notice of Intent to Award" letter, the following executed documents:

- Agreement Forms, Section 00500
- Performance Bond, Section 00610
- Payment Bond, Section 00620
- Certificates of Insurance, (CONTRACTOR) Section 00700 and Section 00800
- Disadvantaged Business Enterprises, Buy American, Section 00410
- Disadvantaged Business Enterprises, Bidders Registration (Subcontractors), Section 00420
- Disadvantaged Business Enterprises, Utilization Report, Section 00420
- Disadvantaged Business Enterprises Contact Report, Section 00420

## **SECTION 00300 - BID**

- Disadvantaged Business Enterprises, Summary of Good Faith Effort Documentation, Section 00420
- Disadvantaged Business Enterprises, Vets 100, Section 00430
- Federal EEO Bid Conditions, EEO-1 Certification (CONTRACTOR and Subcontractors), Section 00440
- Federal EEO Bid Conditions, EEO-Estimated Employment Profile (CONTRACTOR and Subcontractors), Section 00440
- Federal EEO Bid Conditions, Notice to Labor Unions Minority/Women Organizations (CONTRACTOR and Subcontractors), Section 00440
- Federal EEO Bid Conditions, Signature Page (CONTRACTOR and Subcontractor), Section 00440

**END OF SECTION**

**SECTION 00310 - BID SCHEDULE**

Bid Schedule for construction of **E14-194, named Juneau Douglas City Museum HVAC Upgrades**, in accordance with the Contract Documents.

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**BASE BID** - Furnish all labor, equipment and materials for upgrading building heating, cooling and ventilation systems and all related WORK as described in these Contract Documents. Abatement services are also included.

**TOTAL BASE BID** \$ \_\_\_\_\_  
(Price in Figures)

**ADDITIVE ALTERNATE NO. 1** - Furnish all labor, equipment and materials and perform all WORK for replacement of two (2) windows located in restrooms, replacement of four (4) windows located on upper level.

**TOTAL ADDITIVE ALTERNATE NO. 1** \$ \_\_\_\_\_  
(Price in Figures)

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**Date:** \_\_\_\_\_ **Bidder:** \_\_\_\_\_  
(Company Name)

**END OF SECTION**

**SECTION 00320 - BID BOND**

KNOW ALL PERSONS BY THESE PRESENTS, that \_\_\_\_\_  
\_\_\_\_\_ as Principal, and \_\_\_\_\_  
as Surety, are held and firmly bound unto **THE CITY AND BOROUGH OF JUNEAU** hereinafter called  
"OWNER," in the sum of \_\_\_\_\_  
\_\_\_\_\_ dollars, (not less than five percent of the total amount of the Bid) for  
the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators,  
successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal has submitted a Bid to said OWNER to perform the WORK required under  
the Bid Schedule of the OWNER's Contract Documents entitled

**Juneau Douglas City Museum HVAC Upgrades  
CBJ Contract No. E14-194**

NOW THEREFORE, if said Principal is awarded a contract by said OWNER and, within the time and  
in the manner required in the "Notice Inviting Bids" and the "Instructions to Bidders" enters into a written  
Agreement on the form of Agreement bound with said Contract Documents, furnishes the required certificates  
of insurance, and furnishes the required Performance Bond and Payment Bond, then this obligation shall be  
null and void, otherwise it shall remain in full force and effect. In the event suit is brought upon this bond by  
said OWNER and OWNER prevails, said Surety shall pay all costs incurred by said OWNER in such suit,  
including a reasonable attorney's fee to be fixed by the court.

SIGNED AND SEALED, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

(SEAL) \_\_\_\_\_  
(Principal)

(SEAL) \_\_\_\_\_  
(Surety)

By: \_\_\_\_\_  
(Signature)

By: \_\_\_\_\_  
(Signature)

**END OF SECTION**

**SECTION 00360 - SUBCONTRACTOR REPORT**

**LIST OF SUBCONTRACTORS (AS 36.30.115)**

The apparent low Bidder must submit a list of Subcontractors that the Bidder proposes to use in the performance of this contract on the fifth business day following the Posting Notice of Bids. If the fifth day falls on a weekend or holiday, the report is due by close of business on the next business Day following the weekend or holiday. The Subcontractor Report list must include each Subcontractor's name, address, location, evidence of valid Alaska Business License, and valid Alaska Contractor's Registration under AS 08.18. ***If no Subcontractors are to be utilized in the performance of the WORK, write in ink or type "NONE" on line (1) below***

<u>SUBCONTRACTOR</u>	<sup>1</sup> AK Contractor <u>License No.</u>	<sup>1</sup> <u>Contact Name</u>	<u>Type of</u>	<u>Contract</u>	<input type="checkbox"/>
<u>ADDRESS</u>	<sup>2</sup> AK Business <u>License No.</u>	<sup>2</sup> <u>Phone No.</u>	<u>Work</u>	<u>Amount</u>	<input checked="" type="checkbox"/> if <u>DBE</u>
1. _____ _____ _____	1 _____ 2 _____	_____ _____	_____ _____	\$ _____	<input type="checkbox"/>
2. _____ _____ _____	1 _____ 2 _____	_____ _____	_____ _____	\$ _____	<input type="checkbox"/>
3. _____ _____ _____	1 _____ 2 _____	_____ _____	_____ _____	\$ _____	<input type="checkbox"/>
4. _____ _____ _____	1 _____ 2 _____	_____ _____	_____ _____	\$ _____	<input type="checkbox"/>

I certify that the above listed Alaska Business License(s) and CONTRACTOR Registration(s), if applicable, were valid at the time Bids were opened for this Project.

\_\_\_\_\_  
CONTRACTOR, Authorized Signature

\_\_\_\_\_  
CONTRACTOR, Printed Name

\_\_\_\_\_  
COMPANY

## SECTION 00360 - SUBCONTRACTOR REPORT

- A. A Bidder may replace a listed Subcontractor if the Subcontractor:
1. fails to comply with AS 08.18;
  2. files for bankruptcy or becomes insolvent;
  3. fails to execute a contract with the Bidder involving performance of the WORK for which the Subcontractor was listed and the Bidder acted in good faith;
  4. fails to obtain bonding;
  5. fails to obtain insurance acceptable to the OWNER;
  6. fails to perform the contract with the Bidder involving work for which the Subcontractor was listed;
  7. must be substituted in order for the CONTRACTOR to satisfy required state and federal affirmative action requirements;
  8. refuses to agree or abide with the Bidder's labor agreement; or
  9. is determined by the OWNER not to be responsible.
  10. is not in "Good Standing" with the OWNER as required in Article 21.0 in Section 00100 – Instructions to Bidders.
- B. If a Bidder fails to list a Subcontractor or lists more than one Subcontractor for the same portion of WORK, the Bidder shall be considered to have agreed to perform that portion of WORK without the use of a Subcontractor and to have represented the Bidder to be qualified to perform that WORK.
- C. A Bidder who attempts to circumvent the requirements of this section by listing as a Subcontractor another contractor who, in turn, sublets the majority of the WORK required under the contract violates this section.
- D. If a contract is awarded to a Bidder who violates this section, the OWNER may:
1. cancel the contract; or
  2. after notice and a hearing, assess a penalty on the Bidder in an amount that does not exceed 10 percent of the value of the subcontract at issue.
- E. On the Subcontractor Report, the apparent low Bidder must list any Subcontractors anticipated to perform WORK with a value of greater than one-half of one percent of the intended award amount, or \$2,000, whichever is less.
- F. An apparent low Bidder who fails to submit a completed Subcontractor Report within the time specified in this section may be found to be not a responsible Bidder and may be required to forfeit the Bid security. The OWNER will then consider the next lowest Bidder for award of the contract.

**END OF SECTION**

## SECTION 00420 - DBE GOALS

### Disadvantaged Business Enterprise (DBE) Requirements

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

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

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

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

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

The CONTRACTOR agrees to comply with AS 36.90.210.

**General Requirements.** For your Bid to be considered or your Contract approved, all Bidders, CONTRACTORS, and Subcontractors must:

- complete the Bidder's Registration Form for the CONTRACTOR
- comply with the CBJ's DBE requirements;
- review applicable regulations, (49CFR Part 26);
- use good faith efforts in soliciting and achieving DBE participation; and
- complete the DBE Utilization Report.

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

For assistance with DBE requirements, contact the City Engineering Contracts Office at [contracts@ci.juneau.ak.us](mailto:contracts@ci.juneau.ak.us). The office is located in the Engineering Department of the City and Borough of Juneau, Marine View Building, 3<sup>RD</sup> floor, 230 So. Franklin St Street, Juneau, Alaska 99801, FAX: (907) 586-4530.

## SECTION 00420 - DBE GOALS

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

The proposed DBE must be certified by the State of Alaska DOT&PF at the time of the bid opening

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

**B. DBE % Goals.** To calculate the minimum dollar value for DBE participation, multiply the total contract bid price (including additives or alternates, if any) by the goal percentage.

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

- Advertise subcontracting opportunities in newspapers, trade publications and minority-focus media. Contact local minority organizations and other agencies that recruit and place DBEs. (Organization contact lists are available upon request.)
- Review and use the directories of certified DBEs available from the State of Alaska Department of Transportation and Public Facilities Civil Rights Office. Contact them at (800) 770-6236.
- Solicit DBEs in Juneau, Southeast Alaska, Alaska, and if necessary in the Pacific Northwest and other areas. You are encouraged to use Juneau-area DBE firms when possible.
- Contact specific DBEs in writing, giving enough time for effective participation. Follow-up initial contacts. Execute subcontracts in a timely manner.
- Break down contracts into units that allow DBE participation and will increase your ability to meet the goals. This may include portions of work normally reserved for your firm.
- Negotiate in good faith with DBEs for specific sub-bids. Do not reject them as unqualified without a thorough investigation of their capabilities. Bids by DBEs must only be **reasonable**, not low. A reasonable price is one that would be accepted if it were the only offer.
- Either waive the requirements or help DBEs to obtain bonding, credit lines or insurance.
- Provide DBEs with information about the plans, specifications and requirements of the contract.
- Attend the pre-bid conference to review DBE and EEO requirements.

## SECTION 00420 - DBE GOALS

**D. How to count DBE participation.** The goal for DBE participation must be met, even if you can perform the entire contract. If your firm is a DBE, you will be credited for that portion of the contract for which you perform a commercially useful function and that portion subcontracted to other disadvantaged firms. For example, if a DBE prime CONTRACTOR proposes to perform 60% of a Project quoted at \$500,000.00 and subcontracts 20% to a majority firm and 20% for another DBE, participation will be 80% for DBEs in the project (60 + 20) or \$400,000.00.

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

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

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

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

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

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

## SECTION 00420 - DBE GOALS

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 CONTRACTOR on the project, or allow another CONTRACTOR to coordinate its paperwork, employees, supplies, equipment, etc. Both the DBE and the CONTRACTOR involved may be liable, if the DBE is not used as an independent CONTRACTOR, or their role results in artificially inflated goal attainment.

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

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

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

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

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

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

All evidence in support of a non-competitive bid determination must be provided at the time of the Good Faith Effort submittal. When a DBE quote is rejected as being non-competitive, the work must be performed by the non-DBE subcontractor whose quote was used to

## SECTION 00420 - DBE GOALS

provide the basis of the determination. Payments received by the non-DBE subcontractor during the execution of the Contract shall be consistent with the accepted quote. This does not preclude increases due to change documents issued by the Owner.

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

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

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

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

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

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

The process for an Administrative Reconsideration is as follows:

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

**SECTION 00420 - DBE GOALS**



ENGINEERING DEPARTMENT

**BIDDER'S REGISTRATION FORM**

All firms bidding on this CBJ project must be registered. Please complete this form for each CONTRACTOR and Subcontractor and return to:

City and Borough of Juneau  
 Engineering Department, Chief Projects Engineering for Contracting  
 155 South Seward Street  
 Juneau, Alaska 99801

If you have any questions, please call (907) 586-0873. Fax (907) 586-0897. A listing of all bidders is available upon request.

Name of Firm: \_\_\_\_\_  
 Street Address: \_\_\_\_\_  
 Mailing Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
 Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_  
 E-Mail Address: \_\_\_\_\_  
 Date Firm was Established: \_\_\_\_\_

Check all the apply:

Is this firm a prime CONTRACTOR?	Y _____	N _____	
Is this firm a Subcontractor?	Y _____	N _____	Identify specialty: _____
Is this firm a service provider?	Y _____	N _____	Identify service: _____
Is this firm a material supplier?	Y _____	N _____	Identify: _____
Is this firm a manufacturer?	Y _____	N _____	Identify: _____
Is this firm a certified DBE?	Y _____	N _____	If so, by Whom?
			____ State of Alaska
			____ Other _____
			Name of Organization

Firm's gross annual receipts:

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

**SECTION 00420 – DBE GOALS**

CITY AND BOROUGH OF JUNEAU

**DISADVANTAGED BUSINESS ENTERPRISE  
UTILIZATION REPORT**

Federal-Aid Contracts

Project Name and Number

**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 contractor (P), joint venture (JV), subcontractor (sub), regular dealer (rd), broker (b), or manufacturer (m)], and the creditable<sup>1</sup> dollar amount to be counted toward the goal.

FIRM NAME	PHONE #	BID ITEM, WORK, OR PRODUCT <sup>2</sup>	TYPE OF CREDIT	CREDITABLE DOLLAR AMOUNT
				\$
				\$
				\$
				\$
				\$
				\$

Total creditable DBE Utilization Amount <sup>3</sup>	\$ _____
Basic Bid Amount	\$ _____
DBE Utilization as % of Basic Bid Amount	_____ %
Original DBE Project Goal	_____ %
Revised DBE Project Goal	\$ _____

\_\_\_\_\_  
Signature of Authorized Company Representative

\_\_\_\_\_  
Title

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

\_\_\_\_\_  
Company Address (Street or PO Box, City, State, Zip)

( )

\_\_\_\_\_  
Date

\_\_\_\_\_  
Phone Number

- See DBE Specification (Section 00420 - DBE Goals) for determining type and amount of credit claimed for contract award.
- Identify specific pay item, product, or component of work to be performed by DBE.
- If accepted, this amount becomes the Revised DBE Goal and the required minimum level of DBE participation during the life of the contract.

SECTION 00420 – DBE GOALS

CITY AND BOROUGH OF JUNEAU

CONTACT REPORT

US DOT Federal-Aid Contracts

Project Name and Number

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. Person \_\_\_\_\_ Contacted \_\_\_\_\_

Name \_\_\_\_\_ Title \_\_\_\_\_

3. DBE's Response: Date: \_\_\_\_\_ Method: [ ] Phone [ ] Mail [ ] FAX [ ] Other

[ ] Submitted an acceptable sub-bid. (If sub-bid 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. Person \_\_\_\_\_ Contacted \_\_\_\_\_

Name \_\_\_\_\_ Title \_\_\_\_\_

3. DBE's Response: Date: \_\_\_\_\_ Method: [ ] Phone [ ] Mail [ ] FAX [ ] Other

[ ] Submitted an acceptable sub-bid. (If sub-bid 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 Provided 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 If "Yes", 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 of DOT&PF Reviewer \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

**INSTRUCTIONS**

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

**Work or Materials:** 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 AK 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 seven 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 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.

**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 SUB-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 debarment action under AS 36.30.640(4).

**SUMMARY OF GOOD FAITH EFFORT DOCUMENTATION**

US DOT Federal-Aid Contracts

Project Name and Number

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

List all items considered for DBE utilization.

a. MATERIAL OR SPECIFIC ITEM OF WORK (SPECIFY PAY ITEM)	b. ACCEPTABLE DBE QUOTE RECEIVED <sup>1</sup>	c. # OF DBEs CONTACTED IN DBE DIRECTORY	d. # OF DBEs THAT RESPONDED <sup>2</sup>	e. # OF DBE QUOTES RECEIVED
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				

- 1. Check if acceptable DBE quote was received (if so, skip c, d, and e)
- 2. Attach completed Contact Reports

LIST ADDITIONAL ITEMS ON REVERSE SIDE

a. MATERIAL OR SPECIFIC ITEM OF WORK (SPECIFY PAY ITEM)	b. ACCEPTABLE DBE QUOTE RECEIVED <sup>1</sup>	c. # OF DBEs CONTACTED IN DBE DIRECTORY	d. # OF DBEs THAT RESPONDED <sup>2</sup>	e. # OF DBE QUOTES RECEIVED
9.				
10.				
11.				
12.				
13.				
14.				
15.				
1. Check if acceptable DBE quote was received (if so, skip c, d, and e) 2. Attach completed Contact Reports				
Comments:				