



Engineering Department

## REQUEST FOR PROPOSALS

(C3) RFP E13-163

### PLANNING, DESIGN and FABRICATION of AUKE BAY COASTAL TRAILS INTERPRETIVE SIGNS

Issued by: Greg Smith Date: 7/15/2014  
Greg Smith, Contract Administrator

Planning, Design and Fabrication of  
Auke Bay Coastal Trails Interpretive Signs  
(C3) RFP E13-163

**SCOPE OF SERVICES:** The City and Borough of Juneau (CBJ) is requesting proposals from qualified firms to plan, design and fabricate directional and interpretive signage at the Auke Lake Trail, Alaska Marine Highway Auke Bay Ferry Terminal and the Indian Point Trail.

**PRE-PROPOSAL MEETING:** A non-mandatory pre-proposal meeting will be held in the 3<sup>rd</sup> floor Engineering Department conference room, 230 South Franklin Street, Marine View Center, at **10:00 a.m., Alaska time on July 25, 2014.** 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 Janet Sanbei in the CBJ Engineering Contracts Division, at 907-586-0480, or email [contracts@ci.juneau.ak.us](mailto:contracts@ci.juneau.ak.us) by 4:30 p.m., on July 24, 2014.

**QUESTIONS REGARDING THIS RFP:** Greg Smith, Contract Administrator, phone 907-586-0873, fax 907-586-4530, [greg\\_smith@ci.juneau.ak.us](mailto:greg_smith@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 p.m. Alaska Time on August 7, 2014, or such later time as the Contract Administrator may announce by addendum to planholders 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.

<p><b>IMPORTANT NOTICE TO PROPOSER</b></p> <p>To submit your proposal:</p> <ol style="list-style-type: none"><li>1. Print your company name and address on the upper left corner of your envelope.</li><li>2. <b>Complete this label and place it on the lower left corner of your envelope</b></li></ol> <table border="1"><tr><td><p><b>RFP NUMBER:</b> <b><u>RFP E13-163</u></b></p><p><b>SUBJECT:</b> <b><u>Planning, Design and Fabrication of</u></b> <b><u>Auke Bay Trail Interpretive Signs</u></b></p><p><b>DATE OF OPENING AT 2:00 P.M.</b> <b>ALASKA TIME:</b> _____</p></td></tr></table> <p><b>SEALED PROPOSAL</b></p>	<p><b>RFP NUMBER:</b> <b><u>RFP E13-163</u></b></p> <p><b>SUBJECT:</b> <b><u>Planning, Design and Fabrication of</u></b> <b><u>Auke Bay Trail Interpretive Signs</u></b></p> <p><b>DATE OF OPENING AT 2:00 P.M.</b> <b>ALASKA TIME:</b> _____</p>
<p><b>RFP NUMBER:</b> <b><u>RFP E13-163</u></b></p> <p><b>SUBJECT:</b> <b><u>Planning, Design and Fabrication of</u></b> <b><u>Auke Bay Trail Interpretive Signs</u></b></p> <p><b>DATE OF OPENING AT 2:00 P.M.</b> <b>ALASKA TIME:</b> _____</p>	

Disadvantaged Business Enterprises are encouraged to respond.

## **TABLE OF CONTENTS**

- 1.0 GENERAL INFORMATION**
- 2.0 RULES GOVERNING COMPETITION**
- 3.0 PROPOSAL CONTENT REQUIREMENTS**
- 4.0 EVALUATION OF PROPOSALS**
- 5.0 SELECTION AND AWARD PROCESS**
- 6.0 INSURANCE REQUIREMENTS**
- 7.0 PROTESTS**
- 8.0 CONSULTANT'S GOOD STANDING WITH CBJ FINANCE DEPARTMENT**
- EVALUATION RANKING SHEET**
- APPENDIX A – COST PROPOSAL**
- APPENDIX B – PROJECT TIMELINE**
- ATTACHMENT 1 – STANDARD CONTRACT**
- ATTACHMENT 2 – DBE FORMS**

## 1.0 GENERAL INFORMATION

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

### 1.1 Purpose

The purpose of this document is to solicit proposals from qualified firms to perform services that will include planning, design, writing, editing, graphic layout and artwork; graphic research and acquisition; and fabrication of panels and bases for direction and interpretive signage. Resultant contract may be amended to include installation of fabricated signs.

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

### 1.2 Scope of Services

Work will include planning, design, writing, editing, graphic layout and artwork, graphic research and acquisition and fabrication of the following:

#### *Roofed Tri-Kiosks (Quantity 2)*

Each National Park Service (NPS) roofed tri-kiosk will have three 3'x4' interpretive panels. Locations will be the Auke Bay Ferry Terminal and University of Alaska connector trail to the Auke Lake Trail. One panel on each kiosk will include a trail map; the other two panels will interpret the natural and cultural features of each site.

#### *Upright Mounted Signs (Quantity 2)*

This will include two upright mounted, single-sided sign frames to be located at the Glacier Highway and Goat Hill Road trailheads for the Auke Lake Trail. Each 3'x4' panel will include a trail map inset. Artwork, photos and text would interpret the natural and cultural history of the area.

#### *NPS Pedestal Signs (Quantity 5)*

This will include five traditional NPS low profile base pedestals with 24"x18" panels. These signs will be placed along the Auke Lake trail. Artwork, photos and text would interpret the natural and cultural history of the area for the park visitor.

#### *Brochures*

Consultant will also design and produce a full color, trifold brochure which would interpret the natural and cultural significance of the Auke Lake and Auke Bay Ferry Terminal areas and how they relate to the University of Alaska and Alaska Marine Highway. The brochure would include a map of the area, including the Auke Lake Trail.

The exhibits prepared under this contract shall be in accordance with the guidelines available at this website: <http://www.nps.gov/hfc/products/waysides/>.

### ***Phase 1 – Site Visit***

Consultant shall meet with CBJ Parks and Recreation Department (P&R) staff and local stakeholders for two working days to review potential wayside exhibit locations; develop detailed thumbnails of each exhibit; review and gather photos; and identify additional graphic needs. Tasks associated with preparation for the site visit include but are not limited to:

- Plan the site visit and develop an agenda in coordination with P&R staff.
- Review project structure and goals
- Provide P&R staff with full project schedule
- Work with P&R staff to identify stakeholders
- Identify additional resource materials and bibliographies. Review materials from previous meetings and projects.
- Review potential graphics for use when evaluating exhibit sites during site visit.
- Gather any additional potential site-specific graphic resources.
- Hold team meeting with P&R staff
- Discuss project goals
- Review project schedule
- Review exhibit medium
- Define expectations
- Tour project area with P&R staff
- Identify site-specific meaning and relevant graphic materials
- Determine each exhibit's purpose, orientation, panel size and site conditions
- Prepare thumbnail sketches to facilitate discussions and agreement
- Photograph exhibit sites and site-specific features
- Document discussions
- Based on site discussion, determine exhibit locations and purposes, panel and base selections and map and graphic needs
- Based on site discussion, gather additional graphic source materials relevant to content.
- Conduct site visit close-out meeting
  - Review thumbnails and graphic direction for the exhibits
  - Review schedule and next steps
  - Summarize decisions made and any outstanding issues
  - Prepare site visit report including hand-drawn thumbnail sketches of each exhibit.

### **Phase 2 – Develop Exhibit Proposal**

- Guide staff through the interpretive planning process to include crafting a theme, assessing both audience and program needs, and making connections between visitors and the historic route
- Prepare exhibit proposal documenting exhibit locations and purposes, panel and base selections, and map and graphic needs
- Prepare detailed cost estimate for fabrications
- Create site map of locations
- Refine thumbnail sketches
- Submit proposal to the P&R Project Manager.

- Based on approved proposal, identify, gather, and organize reference and graphic materials.

### Phase 3 – Develop Exhibit Plan

- Read and review references and graphics
- Organize content and establish hierarchy
- Use National Park Service standards for size and style of exhibits (Standards are available online at: <http://www.nps.gov/hfc/products/waysides>)
- Prepare draft interpretive exhibit text for each exhibit, including graphics, illustrations, or photographs needed
- Develop draft graphic layout file of each exhibit
- Specify illustrations needed
- Illustration acquisition by contractor
- Manage graphic resources
  - Procure approved graphics and use-rights for the life of the exhibit
  - Document use-rights agreements
  - Acquire high resolution graphics
- Prepare Exhibit Plan for P&R staff and community review.

### Phase 4 – Final Exhibit Plan

- Complete editorial review and make all text changes to exhibit graphic layouts, including text
- Place all final graphics in layouts
- Final exhibit plan review and approval

### Phase 5 –Exhibit Production-Ready Package and Fabrication

- Prepare production ready files
- Prepare production notes
- Prepare production proofs
- Edit digital images
- Provide file corrections during fabrication
  - Provide final PDFs and InDesign files for each of the unique exhibits, this shall include any changes made during fabrication
- Manage all aspects of fabrication for all signs
- Provide final graphic files to P&R staff.

### Phase 6 – Shipping

- Coordinate shipping and delivery of all exhibits and bases to P&R.
- Thirty (30) calendar days prior to delivery of panels and bases, the contractor shall contact the P&R staff and advise of exact dates and arrangements made for delivery.
- All materials included in this contract shall be delivered FOB destination, to the following address:

Parks Maintenance Warehouse  
City & Borough of Juneau  
802 Front Street  
Douglas, Alaska 99824

The site of the work is the Auke Bay area, Juneau, Alaska.

### **1.3 Completion**

#### **DELIVERABLES**

1. Site Visit Report
  - Trip report with hand drawn thumbnails for each of the exhibits
  - Summary of site visits and discussions.
2. Wayside Exhibit Proposal
  - Draft wayside exhibit proposal and draft graphic reference list
  - Two (2) final color copies of the wayside exhibit proposal; one (1) electronic copy in PDF format; and reference list for all items identified in the proposal.
3. Wayside Exhibit Plan
  - Draft InDesign files for each exhibit to include draft layout and draft text. The consultant shall also provide two options for how the site orientation shall be presented. Tag information at the bottom of the exhibit shall be included. The tag information contains the size, date, exhibit number, etc.
  - Revised PDFs with updated tag information, all revisions from previous submission are to be included
  - Submit six (6) 11" x 17" color copies of final concept design plans including all revisions from previous submission. Updated tag information at the bottom of the exhibit shall be included.
4. Final Production Files
  - Graphics use-rights agreements and license information
  - Full-size color printouts for each exhibit. Proof shall be provided on uncoated paper. The full size printouts shall include high resolution images and final maps.
  - Six (6) 11" x 17" color copies of the final digital production files, two (2) sets of CD/DVDs or USB flash drive with all InDesign exhibit layouts, high resolution scanned graphics production notes, and final graphics resource package. Updated tag information shall appear on the bottom of the 11" x 17 printed copies
  - Final PDFs of fabricator's pre-production proofs with errors and corrections made to production files and proofs and final acceptance of project.
  - High quality PDFs of tri-fold brochure.
5. Fabricated Exhibits, as specified in Section 1.2 above, delivered to P&R staff and including detailed installation instructions.
6. Brochures – tri-fold, color brochures, quantity 500, as specified in Section 1.2 above, delivered to P&R staff.



7. Close-out Package
  - As printed wayside exhibit production files
  - Final digital files (copy) to P&R, including original source files

## PROJECT TIMELINE

All work, including review, approval, fabrication, and delivery shall be completed on or before June 15, 2015. Submit completed timeline (Appendix B) with proposal.

### 1.4 **Background**

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

### 1.5 **Questions**

Questions regarding this RFP should be directed to:

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

email: [greg\\_smith@ci.juneau.ak.us](mailto:greg_smith@ci.juneau.ak.us)  
Telephone: (907) 586-0873  
Fax: (907) 586-4530

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

### 1.6 **Standard Contract Language**

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

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

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

DBE goals for this Project are 5.92%

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

The CBJ's DBE program, as required by 49 CFR Part 26 and as approved by USDOT, is incorporated by reference in this agreement. Implementation of this program is a legal

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

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

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

The Consultant agrees to comply with AS 36.90.210.

For assistance with DBE requirements, contact the Contract Administrator (907) 586-0893. The office is located in the CBJ Engineering Department, 3<sup>rd</sup> floor, Marine View Center, 230 South Franklin Street, Juneau, Alaska 99801, fax (907) 586-0430. A copy of the CBJ's DBE program is available upon request.

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

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

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

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

- Advertise subcontracting opportunities in newspapers, trade publications and minority-focus media. Contact local minority organizations and other agencies that recruit and place DBEs.

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

**Commercially Useful Function.** The DBE must perform a commercially useful function. This means the DBE is responsible for execution of a distinct element of the work of a contract and carrying out its responsibilities by actually performing, managing, and supervising the work involved. The DBE may not, without prior approval; subcontract out portions of its work, act as an employee of another consultant on the Project, or allow another consultant to coordinate its paperwork, employees, supplies, equipment, etc.

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

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

## **2.0 Rules Governing Competition**

### **2.1 Pre-Proposal**

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

## **2.2 Proposal Development**

The content of proposals will be kept confidential until the selection of the Consultant is publicly announced. All materials submitted in response to this RFP will become the property of the CBJ. One copy shall be retained for the official files of the Engineering Department and will become public record after announcement of the successful Proposer. The CBJ will not return proposals to the Proposer. The CBJ reserves the right to reject any or all proposals. Proposals are to be prepared in such a way as to provide a straightforward, concise delineation of the Proposer's capabilities to satisfy the requirements of this RFP. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.

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

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**

To achieve a uniform review process and obtain the maximum degree of comparability for the Selection Committee, proposals should be organized in the manner specified below. Proposals may not exceed 23 pages in length including licenses.

### **SPECIFICATIONS**

Proposers should respond in the form of a thorough narrative to each mandatory specification. The narratives along with required supporting materials will be evaluated and awarded points accordingly.

#### **A. Information**

##### **Time Frame**

The contract is scheduled to begin in early December and shall terminate on June 15, 2015.

#### **B. Mandatory Specifications**

A brief explanation of each mandatory specification is listed below. Proposers are encouraged to fully address each category completely as points are assigned for responses to each.

1. Specialized Design and Technical Competence – Describe specific technical experience with similar projects that demonstrate competence to successfully complete the project; demonstrate the successful aspects of past wayside exhibit planning, design, and fabrication. Include experience interpreting National Historic Trails, familiarity and experience with the National Park Services' standards for wayside exhibits and Wayside Exhibit Production Process.
2. Capacity and Capability – Include information about the business that demonstrates the ability to provide sufficient professional competence, meet time schedules, accommodate cost considerations and project administration requirements. Identify any proposed consultant(s)/subcontractor(s) and their role(s) in the project and their proven expertise. Provide a description of the approach to be used to complete the tasks outlined in the Scope of Work. Explain how and why firm's approach will result in the best possible exhibits; include planning, design, and fabrication processes. Demonstrate an understanding of the CBJ Parks and Recreation Department and its intentions and objectives for this project. Proposer must complete Project Schedule found in APPENDIX D and submit with its proposal.
3. Past Record of Performance – Demonstrate through contracts and other agreements with government agencies or private industry with respect to such factors as control of costs, quality of work, community awareness and ability to meet schedules. Provide a minimum of three (3) wayside exhibit design related projects completed within the last three years where the proposer provided similar services with project title, owner point of contact, and telephone number. These examples of past projects should demonstrate creative and original planning and design and demonstrate a strict adherence to projected budgets, project management and project completion.

Past performance on behalf of the CBJ, if any, will be a significant element of this evaluation and poor performance on a prior CBJ project may result in a significant decrease in the points awarded for this element of the evaluation.

4. Familiarity with Project Site and Historic Context – Demonstrate previous knowledge, expertise or experience regarding the project location, historic context in and around Juneau, and/or the trails.
5. Ability to Respond to Project Needs – Proposers must demonstrate through narrative graphics or maps their ability to respond quickly to on and off-site requirements for administration of the project. Indicate any current work or associated consultants who could enhance the firm's ability to provide timely responses to project needs.
6. Cost Proposal – Proposer must complete the cost proposal form found in APPENDIX A and submit with its proposal. The evaluation of each proposer's **cost proposal** will be conducted using the following formula:

Lowest proposers combined lump sum for items 1-7

This proposer's combined lump sum for items 1-7                      X 10 = Awarded Points

7. Licenses - The proposal must include a statement indicating that all required corporate and business licenses are currently held. This includes a State of Alaska Business License. License/certification numbers must be provided.



## **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 are described in 3.0 Proposal Content Requirements, section B above.

### **4.2 Evaluation Process**

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

## **5.0 SELECTION AND AWARD**

An evaluation committee will review, evaluate, score and rank proposals, in accordance with criteria identified below and the Evaluation/Ranking sheet located at the end of this RFP. Clarification of submitted material may be requested during the evaluation process. Interviews by telephone with top ranked Proposers may also be conducted at the discretion of the evaluation committee. If necessary, in-person interviews will be conducted. Finalists will be notified and informed of interview requirements. In the event of a tie in the ranking totals, only the raw scores of the Proposers who are tied will be totaled to determine the appropriate ranking. The successful Proposer will be invited to enter into contract negotiations with CBJ. Upon conclusion of successful negotiations and compliance with any pre-award obligations, award will be made in the form of a contract and a purchase order, if appropriate, will be sent to the Consultant.

## **6.0 INSURANCE REQUIREMENTS**

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

## **7.0 PROTESTS**

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

Protests shall be executed in accordance with CBJ Ordinance 53.50.062 PROTESTS and 53.50.080 ADMINISTRATION OF PROTEST. Copies of the ordinances describing protest procedures are available from the CBJ Purchasing Division, 155 South Seward Street, Juneau, Alaska. Questions concerning protests or protest procedures should be directed to the CBJ Purchasing Officer at 907-586-5258. CBJ Ordinance 53.50 can be viewed electronically at the following internet address: [www.juneau.org/law](http://www.juneau.org/law).

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

Consultants must be in good standing with the CBJ prior to award, and prior to any contract renewals, and in any event no later than **seven business days** following notification by the CBJ of intent to award. **Good standing** means: all amounts owed to the CBJ are current and the Consultant is not delinquent with respect to any taxes, fees, assessment, or other monies due

and owed the CBJ, or a Confession of Judgment has been executed and the Consultant is in compliance with the terms of any stipulation associated with the Confession of Judgment, including being current as to any installment payments due; and Consultant is current in all CBJ reporting obligations (such as sales tax registration and reporting and business personal property declarations). Failure to meet these requirements may be cause for rejection of your 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.



CONSULTING FIRM: \_\_\_\_\_

SCORED BY: \_\_\_\_\_

DATE: \_\_\_\_\_

**EVALUATION/RANKING**

		<b>POINTS AWARDED</b>	
		<b><u>Points Possible</u></b>	<b><u>Score</u></b>
1.	Specialized design and technical competencies.	0 – 20	_____
2.	Capacity and capability.	0 – 20	_____
3.	Past record of performance.	0 – 25	_____
4.	Familiarity with project site and historic context.	0 – 10	_____
5.	Ability to respond to project needs.	0 - 10	_____
		Subtotal	_____
<b>The Engineering Contract Administrator will assign points for criterion 6 below</b>			
6.	Cost - points derived from formula described in Section 3.0, item 6.	0 - 15	_____
<b>TOTAL POINTS</b>		<b>100</b>	_____
<b>INDIVIDUAL RANKING</b>			_____

## APPENDIX A

### COST PROPOSAL

#### PLANNING, DESIGN and FABRICATION of AUKE BAY COASTAL TRAILS INTERPRETIVE SIGNS (C3) RFP E13-163

Please offer your best price for the work required to Plan, Design and Fabricate Interpretive Exhibits. The lump sum cost for each item listed below must be fully loaded and include pricing for materials, equipment, labor, travel, shipping insurance, overhead, profit, incidentals and fees for any required permitting and will remain open for a period not to exceed ninety (90) days.

1. SITE VISIT REPORT: Lump Sum: \$\_\_\_\_\_

2. WAYSIDE EXHIBIT PROPOSAL Lump Sum: \$\_\_\_\_\_

3. WAYSIDE EXHIBIT PLAN Lump Sum: \$\_\_\_\_\_

4. FINAL PRODUCTION FILES Lump Sum: \$\_\_\_\_\_

5. EXHIBIT PANELS AND BASES Lump Sum: \$\_\_\_\_\_

6. BROCHURES (Quantity 500) Lump Sum: \$\_\_\_\_\_

7. CLOSE-OUT PACKAGE Lump Sum: \$\_\_\_\_\_

**TOTAL ITEMS No. 1 thru 7** \$\_\_\_\_\_

**Proposing Firm:** \_\_\_\_\_

## APPENDIX B

### PROJECT TIMELINE

CITY & BOROUGH OF JUNEAU  
PARKS & RECREATION DEPARTMENT  
PLANNING, DESIGN and FABRICATION of  
AUKE BAY COASTAL TRAILS INTERPRETIVE SIGNS  
(C3) RFP E13-163

All work, including review, approval, fabrication, and delivery shall be completed on or before June 15, 2015. Complete project timeline and submit with proposal.

	<u>No Later Than</u>
1. Site Visit Report	_____
2. Wayside Exhibit Proposal	
• Submission of draft wayside exhibit proposal and draft graphic reference list.	_____
• Submission of final wayside exhibit proposal and final graphic reference list.	_____
3. Final Production Files	
• Submission of graphics use-rights agreements and license information.	_____
• Submission of full size color printouts for each exhibit.	_____
• Submission of 11"x17" color copies of the final digital production files, two sets of CD/DVDs with all layouts, graphics, production Notes, and final graphics resource package.	_____
• Submission of final PDFs.	_____
4. Wayside Exhibits (Delivery)	
• Delivery of wayside exhibit panels and upright orientation panels.	_____
• Delivery of wayside exhibit bases and upright orientation bases.	_____



ENGINEERING DEPARTMENT

## ATTACHMENT 1

### PROFESSIONAL SERVICES CONTRACT Planning, Design and Fabrication of Auke Bay Coastal Trails Interpretive Signs

Contract No. RFP E13-163

**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 George Schaaf. 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.

**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.

**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.

CITY AND BOROUGH OF JUNEAU

**Company name**

Approved as to form:

Greg Smith  
Contract Administrator  
[greg\\_smith@ci.juneau.ak.us](mailto:greg_smith@ci.juneau.ak.us)

CIP Coding: 406900101-460590120-5390

Attachment 1 – Standard Contract  
Contract No. RFP E13-163 for Planning, Design and Fabrication of  
Auke Bay Coastal Trails Interpretive Signs  
with

**APPENDIX A: SCOPE OF SERVICES**  
**Planning, Design and Fabrication of**  
**Auke Bay Coastal Trails Interpretive Signs**  
**Contract No. RFP E13-163**

See Scope of Services in RFP .

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

**The completion date for this project is June 15, 2015**

**This contract expires on December 31, 2015, unless an amendment changing this date is fully executed prior to December 31, 2015.**



**APPENDIX B: COMPENSATION**  
**Planning, Design and Fabrication of**  
**Auke Bay Coastal Trails Interpretive Signs**  
**Contract No. RFP E13-163**

***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**  
**Planning, Design and Fabrication of**  
**Auke Bay Coastal Trails Interpretive Signs**  
**Contract No. RFP E13-163**

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.

**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.

# APPENDIX D

FHWA-1273 -- Revised May 1, 2012

## REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

### ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

#### I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

#### II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

**1. Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

**2. EEO Officer:** The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

**3. Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

**4. Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

**5. Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

**6. Training and Promotion:**

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

**7. Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

**8. Reasonable Accommodation for Applicants / Employees with Disabilities:** The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

**9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

#### **10. Assurance Required by 49 CFR 26.13(b):**

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. 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 DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

**11. Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

### III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

### IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

#### 1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

## **2. Withholding**

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

## **3. Payrolls and basic records**

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.



(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### 4. Apprentices and trainees

##### a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly

rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

##### b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

**5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

**6. Subcontracts.** The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

**7. Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**8. Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

**9. Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

**10. Certification of eligibility.**

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

**V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

**1. Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

**2. Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

**3. Withholding for unpaid wages and liquidated damages.** The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

**4. Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

## VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

## VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

## VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

## **IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

## **X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

### **1. Instructions for Certification – First Tier Participants:**

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

\*\*\*\*\*

## **2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:**

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

## **2. Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

\* \* \* \* \*

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

\* \* \* \* \*

**XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS  
PREFERENCE FOR APPALACHIAN DEVELOPMENT  
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS  
ROAD CONTRACTS**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

## **ATTACHMENT 2 - DBE FORMS**

(C3) RFP E13-163  
Planning, Design and Fabrication of  
AUKE BAY COASTAL TRAILS INTERPRETIVE SIGNS





ENGINEERING DEPARTMENT

## DISADVANTAGED BUSINESS ENTERPRISE UTILIZATION REPORT

Federal-Aid Contracts

Project Name: Planning, Design and Fabrication of Auke Bay Coastal Trails Interpretive Signs

Project No: (C3) RFP E13-163

**The undersigned hereby certifies on behalf of the bidder that:**

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

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

Total creditable DBE Utilization Amount<sup>2</sup> \$ \_\_\_\_\_

Basic Bid Amount \$ \_\_\_\_\_

DBE Utilization as % of Basic Bid Amount \_\_\_\_\_ %

Original DBE Project Goal \_\_\_\_\_ %

Revised DBE Project Goal \$ \_\_\_\_\_

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

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

\_\_\_\_\_  
Date

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

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



ENGINEERING DEPARTMENT

## CONTACT REPORT

Federal-Aid Contracts

Project Name: Planning, Design and Fabrication of Auke Bay Coastal Trails Interpretive Signs

Project No: (C3) RFP E13-163

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

### DBE Firm Contacted:

Name	Address	Phone Number
------	---------	--------------

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

1. Date: \_\_\_\_\_ Method: Phone ☐ Mail ☐ FAX ☐ Other ☐

2. Name and Title of Person Contacted: \_\_\_\_\_

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

☐ Submitted an acceptable sub-bid (if sub-bid is accepted *skip to Section D*).

☐ Not interested: \_\_\_\_\_

Indicate Reason(s)

☐ Needs more information: Date Prime provided requested information: \_\_\_\_\_

☐ Will provide quote by: Date: \_\_\_\_\_

☐ Received unacceptable sub-bid (*complete Section C*)

#### B. FOLLOW-UP CONTACT

1. Date: \_\_\_\_\_ Method: Phone ☐ Mail ☐ FAX ☐ Other ☐

2. Name and Title of Person Contacted: \_\_\_\_\_

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

☐ Submitted an acceptable sub-bid (if sub-bid is accepted *skip to Section D*).

☐ Received unacceptable sub-bid (*complete Section C*)

☐ Other result: \_\_\_\_\_

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

1. Were the following required efforts made:

a. ☐ Yes ☐ No Identified specific items of work, products, materials etc. when asking for quote(s)

b. ☐ Yes ☐ No Offered assistance in acquiring necessary bonding & insurance.

c. ☐ Yes ☐ No Provide all appropriate information concerning the specific work items or materials.

2. Was the DBE's quote non-competitive (i.e., more than 10% higher than the accepted quote)?

☐ Yes ☐ No

3. Was the DBE unable to perform in some capacity? ☐ Yes ☐ No Explain: \_\_\_\_\_

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name and Title of Reviewer

\_\_\_\_\_  
Date

## INSTRUCTIONS

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

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

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

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

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

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

### B. FOLLOW UP CONTACT

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

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

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

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

### D. CERTIFICATION

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



ENGINEERING DEPARTMENT

## SUMMARY OF GOOD FAITH EFFORT DOCUMENTATION

Federal-Aid Contracts

Project Name: Planning, Design and Fabrication of Auke Bay Coastal Trails Interpretive Signs

Contractor: (C3) RFP E13-163

Project Number: \_\_\_\_\_

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

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

LIST ADDITIONAL ITEMS ON REVERSE SIDE

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

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

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

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

### **BUY AMERICAN CERTIFICATE (JAN 1991)**

By submitting a bid/proposal under this solicitation, except for those items listed by the bidder below or on a separate and clearly identified attachment to this bid/proposal, the bidder certifies that steel and each manufactured product, is produced in the United States (as defined in the clause "Buy American - Steel and Manufactured Products for Construction Contracts") and that components of unknown origin are considered to have been produced or manufactured outside the United States.

Bidders may obtain from lists supplied with this notice articles, materials, and supplies excepted from this provision.

<sup>1</sup> PRODUCT	COUNTRY OF ORIGIN

<sup>1</sup> Enter "NONE" on the first line if there are no exceptions.

**BUY AMERICAN - STEEL AND MANUFACTURED PRODUCTS  
FOR CONSTRUCTION CONTRACTS (JAN 1991)**

- A. The Aviation Safety and Capacity Expansion Act of 1990 provides that preference be given to steel and manufactured products produced in the United States when funds are expended pursuant to a grant issued under the Airport Improvement Program. The following terms apply:
1. Steel and manufactured products. As used in this clause, steel and manufactured products include (1) steel produced in the United States or (2) a manufactured product produced in the United States, if the cost of its components mined, produced or manufactured in the United States exceeds 60 percent of the cost of all its components and final assembly has taken place in the United States. Components of foreign origin of the same class or kind as the products referred to in subparagraphs (B)(1) or (2) shall be treated as domestic.
  2. Components. As used in this clause, components means those articles, materials, and supplies incorporated directly into steel and manufactured products.
  3. Cost of Components. This means the costs for production of the components, exclusive of final assembly labor costs.
- B. The successful bidder will be required to assure that only domestic steel and manufactured products will be used by the CONTRACTOR, subcontractors, materialmen, and suppliers in the performance of this contract, except those-
1. -that the U.S. Department of Transportation has determined, under the Aviation Safety and Capacity Expansion Act of 1990, are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality:
  2. -that the U.S. Department of Transportation has determined, under the Aviation Safety and Capacity Expansion Act of 1990, that domestic preference would be inconsistent with the public interest; or
  3. -that inclusion of domestic material will increase the cost of the overall Project contract by more than 25 percent.

List of supplies and materials that the U.S. Government has determined are not produced in the United States in sufficient and reasonable available quantities and of sufficient quality (Jan 1991):

Acetylene, black	Books, trade, test, technical, or
Agar, Bulk	scientific: newspapers;
Anise	pamphlets: magazines; periodicals; printed
Antimony, as metal or oxide	briefs and films; not printed in the United
Asbestos, amosite, chrysolite, and	States and for which domestic editions are
crocidolite	not available.
Bananas	Brazil nuts, unroasted
Bauxite	Cadmium, ores and flue dust
Beef, corned, canned	Calcium cyanamide
Beef extract	Capers
Bephenium Hydroxynapthoate	Cashew nuts
Bismuth	Castor beans and castor oil

Chalk, English  
 Chestnuts  
 Chicle  
 Chrome ore or chromite  
 Cinchona bark  
 Cobalt, in cathodes, rondelles, or  
     other primary ore and metal forms.  
 Cocoa beans  
 Coconut and coconut meat.  
     unsweetened, in shredded.  
     desiccated or similarly prepared form.  
 Coffee, raw or green bean  
 Colchicine alkaloid, raw  
 Copra  
 Cork, wood or bark and waste  
 Cover glass, microscope slide  
 Cryolite, natural  
 Dammar gum  
 Diamonds, industrial, stones and abrasives  
 Emetine, bulk  
 Ergot, crude  
 Erthrityl tetranitrate  
  
 Fair linen, altar  
 Fibers of the following types: abaca,  
     abace, agave, coir, flax, jute, jute burlaps,  
     palmyra and sisal.  
 Goat and kidskins  
 Graphite, natural, crystalline,  
     crucible grade  
 Handsewing needles  
 Hemp yarn  
 Hogbristles for brushes  
 Hyoscine, bulk

Ipecac, root  
 Iodine, crude  
 Kaurigum  
 Lac  
 Leather, sheepskin, hair type  
 Lavender oil  
 Manganese  
 Menthol, natural bulk  
 Mica  
 Microprocessor Chips (brought onto a  
 construction site as separate units for  
 incorporation into building systems during  
 construction or repair and alteration of real  
 property).  
 Nickel, primary, in ingots, pigs, shots,  
     cathodes, or similar forms; nickel oxide and  
     nickel salts.  
 Nitroguanidine (also known as picrite)  
 Nux vomica, crude  
 Oiticica oil  
 Olive oil Olives (green), pitted or  
     unpitted, or stuffed, in bulk.  
 Opium, crude  
 Oranges, mandarin, canned  
 Petroleum, crude oil, unfinished oils,  
     and finished products (see definitions at the  
     end)  
 Pine needle oil  
 Platinum and related group metals,  
     refined as sponge, powder, ingots, or cast  
     bars.  
 Pyrethrum flowers  
 Quartz crystals  
 Quebracho

List of supplies and materials that the U.S. Government has determined are not produced in the United States in sufficient and reasonable available quantities and of sufficient quality (Jan 1991). (Cont'd.)

Quinidine	Spare and replacement parts for
Quinine	equipment of foreign manufacturer, and for
Rabbit fur felt	which domestic parts are not available.
Radium salts, source and special	Spices and herbs, in bulk
nuclear materials	Sugars, raw
Rosettes	Swords and scabbards
Rubber, crude and latex	Talc, block, steatite
Rutile	Tantalum
Santonin, crude	Tapioca flour and cassava
Secretin	Tartar, crude; tartaric acid and
Shellac	cream of tartar in bulk
Silk, raw and unmanufactured	Tea in bulk



Thread, metallic (gold)  
Thyme oil  
Tin in bars, blocks, and pigs  
Triprolidine hydrochloride  
Tungsten  
Vanilla beans  
Venom, cobra  
Wax, canauba  
Woods; logs, veneer, and lumber of  
the following species: Alaskan yellow cedar,  
angelique, balsa, ekki greenheart, lignum vitae,  
mahogany, and teak.  
Yarn, 50 Denier rayon

## DEFINITIONS

Petroleum terms are used as follows:

"Crude oil" means crude petroleum, as it is produced at the wellhead, and liquids (under atmospheric conditions) that have been recovered from mixtures of hydrocarbons that existed in a vaporous phase in a reservoir and that are not natural gas products.

"Finished products" means any one or more of the following petroleum oils, or a mixture or combination of these oils, to be used without further processing except blending by mechanical means:

- A. "Asphalt" - a solid or semi-solid cementitious material that- 1) gradually liquefies when heated, 2) has bitumens as its predominating constituents, and 3) is obtained in refining crude oil.
- B. "Fuel oil" - a liquid or liquid like petroleum product burned for lighting or for the generation of heat or power and derived directly or indirectly from crude oil, such as kerosene, range oil, distillate fuel oils, gas oil, diesel fuel, topped crude oil, or residues.
- C. "Gasoline" - a refined petroleum distillate that, by its consumption, is suitable for use as a carburant in internal combustion engines.
- D. "Jet fuel" - a refined petroleum distillate used to fuel jet propulsion engines.
- E. "Liquefied gases" - hydrocarbon gases recovered from natural gas or produced from petroleum refining and kept under pressure to maintain a liquid state at ambient temperatures.
- F. "Lubricating oil" - a refined petroleum distillate or specially treated petroleum residue used to lessen friction between surfaces.
- G. "Naphtha" - a refined petroleum distillate falling within a distillation range overlapping the higher gasoline and the lower kerosenes.
- H. "Natural gas products" - liquids (under atmospheric conditions) including natural gasoline, that-

1. are recovered by a process of absorption, compression, refrigeration, cycling, or a combination of these processes, from mixtures of hydrocarbons that existed in a vaporous phase in a reservoir, and
  2. when recovered and without processing in a refinery, definitions of products contained in subdivision B., C., and G. above.
- I. "Residual fuel oil" - a topped crude oil or viscous residuum that, as obtained in refining or after blending with other fuel oil, meets or is the equivalent of MILSPEC Mil-F-859 for Navy Special Fuel Oil and any more viscous fuel oil, such as No. 5 or Bunker C.

Unfinished oils" means one or more of the petroleum oils listed under "Finished products" above, or a mixture or combination of these oils, that are to be further processed other than by blending by mechanical means.

**STATE OF ALASKA  
DEPARTMENT OF ENVIRONMENTAL CONSERVATION**

**DISADVANTAGE BUSINESS ENTERPRISES  
(MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES)  
COMPLIANCE STATEMENT**

To be eligible for award of this contract, the bidder/proposer must execute and submit, as part of his or her bid proposal, this statement relating to Disadvantage Business Enterprises (Minority and Woman-Owned Business Enterprises). This statement shall be deemed a material factor in the City's evaluation of this bid proposal. Failure to complete and submit this statement, or the inclusion of a false statement, shall render the bid proposal non-responsive.

---

*The \_\_\_\_\_ (Company Name) acknowledges that Minority/Woman-Owned Business Enterprises (MBE/WBE) goal of \_\_\_\_%<sup>1</sup> participation (with a good faith effort of \_\_\_\_%<sup>2</sup> MBE and \_\_\_\_%<sup>3</sup> WBE) has been established for this contract, and hereby assures that it will meet the goal or provide documentation to show that the mandatory good faith efforts have been made.*

*The undersigned certifies that this bidder/proposer is aware of and will comply with MBE/WBE goals of this project and all applicable federal and state statutes and regulations concerning Disadvantage Business Enterprises (Minority and Woman-owned Business Enterprises).*

*We certify that should we be declared successful bidder/best proposer we shall submit such data as required for award of the contract within the time limits set forth in the contract specifications unless otherwise specified. In addition, we acknowledge that Minority/Woman-Owned Business Enterprises Contract and Procurement Reports will be submitted to the City for each half year of active construction.*

*We understand that if we are the successful bidder/best proposer and we fail to meet the MBE and/or WBE goals, or fail to demonstrate that we have made the required good faith effort the City can render the bid proposal non-responsive.*

Company Name \_\_\_\_\_ RFP/Contract \_\_\_\_\_

Authorized Signature \_\_\_\_\_

Title \_\_\_\_\_

Type	<sup>1</sup> Total	<sup>2</sup> MBE%	<sup>3</sup> WBE%
Construction	6.62%	4.58%	2.04%
Services	5.76%	3.22%	2.54%
Supplies	3.35%	2.06%	1.29%

## **DBE GOALS AND REQUIREMENTS**

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

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

The CONSULTANT agrees to comply with AS 36.90.210.

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

- complete the Bidder's Registration Form for the CONSULTANT
- 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 Engineer (907)586-0873. The office is located in the Engineering Department of the City and Borough of Juneau, 155 South Seward Street, Juneau, Alaska 99801, FAX: (907) 586-0897.

## DBE GOALS AND REQUIREMENTS

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

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

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

## **DBE GOALS AND REQUIREMENTS**

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

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

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

Commercially Useful Function. The DBE must perform a commercially useful function. This means the DBE is responsible for execution of a distinct element of the work of a contract and carrying out its responsibilities by actually performing, managing, and supervising the work involved. The DBE may not, without prior approval: subcontract out portions of its work, act as an employee of another CONSULTANT on the project, or allow another CONSULTANT to coordinate its paperwork,

## DBE GOALS AND REQUIREMENTS

employees, supplies, equipment, etc. Both the DBE and the CONSULTANT involved may be liable, if the DBE is not used as an independent CONSULTANT, or their role results in artificially inflated goal attainment.

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

- a. **Good Faith Effort Criteria.** When a 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 subconsultant whose quote was used to provide the basis of the determination. Payments received by the non-DBE subconsultant during the execution of the Contract shall be consistent with the accepted quote. This does not preclude increases due to change documents issued by the Owner.

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

## DBE GOALS AND REQUIREMENTS

- (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.



## DBE GOALS AND REQUIREMENTS



ENGINEERING DEPARTMENT

### BIDDER'S REGISTRATION FORM

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

City and Borough of Juneau  
Engineering Department, 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 CONSULTANT? Y \_\_\_\_\_ N \_\_\_\_\_

Is this firm a Subconsultant? Y \_\_\_\_\_ N \_\_\_\_\_ Identify specialty: \_\_\_\_\_

Is this firm a service provider? Y \_\_\_\_\_ N \_\_\_\_\_ Identify service: \_\_\_\_\_

Is this firm a material supplier? Y \_\_\_\_\_ N \_\_\_\_\_ Identify: \_\_\_\_\_

Is this firm a manufacturer? Y \_\_\_\_\_ N \_\_\_\_\_ Identify: \_\_\_\_\_

Is this firm a certified DBE? Y \_\_\_\_\_ N \_\_\_\_\_ If so, by Whom?

\_\_\_\_\_ State of Alaska

\_\_\_\_\_ Other \_\_\_\_\_

Name of Organization

Firm's gross annual receipts:

\_\_\_\_\_ < \$500,000

\_\_\_\_\_ \$500,000 - \$999,999

\_\_\_\_\_ \$1,000,000 – 4,999,999

\_\_\_\_\_ \$5,000,000 – 9,999,999

\_\_\_\_\_ \$10,000,000 – 16,999,999

\_\_\_\_\_ < \$17,000,000



CITY & BOROUGH OF JUNEAU, ENGINEERING DEPARTMENT

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

Project Name and Number: \_\_\_\_\_

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

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

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

**SUBCONTRACTORS**

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

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

**MANUFACTURERS**

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

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

### BROKERS

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

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

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

### REGULAR DEALERS

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

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

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

---

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

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

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

---

Signature & Title of Company Representative

---

Date

(For covered contracts entered into or modified on or after December 1, 2003.)

Page 1

# Federal Contractor Veterans' Employment Report (VETS-100-A)

## WHO MUST FILE

This VETS-100A Report is to be completed by all nonexempt federal contractors and subcontractors with a contract or subcontract entered into or modified on or after December 1, 2003, in the amount of \$100,000 or more with any department or agency of the United States for the procurement of personal property and non-personal services. Services include but are not limited to the following services: utility, construction, transportation, research, insurance, and fund depository, irrespective of whether the government is the purchaser or seller. Entering into a covered federal contract or subcontract during a given calendar year establishes the requirement to file a VETS-100A Report during the following calendar year. The VETS-100A Report is to be completed by all nonexempt federal contractors and subcontractors whose only contract or subcontract with any department or agency of the United States for the procurement of personal property and non-personal services (including construction) was entered into after December 1, 2003 (and did not become subject to 41 CFR part 61-300 through contract modification).

## WHEN/WHERE TO FILE

This annual report must be filed no later than September 30. Mail to the address pre-printed on the front of the form.

## LEGAL BASIS FOR REPORTING REQUIREMENTS

Title 38, United States Code, Section 4212(d) requires that federal contractors report at least annually the numbers of employees in the workforce by job category and hiring location, and the number of such employees, by job category and hiring location, who are qualified covered veterans. Federal contractors must report the total number of new hires during the period covered by the report and the number of such employees who are qualified covered veterans. Additionally, federal contractors must report on the maximum and minimum number of employees during the period covered by the report.

## HOW TO SUBMIT THE VETS-100A REPORT

Single-establishment employers must file one completed VETS-100A Report. All multi-establishment employers, i.e., those doing business at more than one hiring location, must file (A) one VETS-100A Report covering the principal or headquarters office; (B) a separate VETS-100A Report for each hiring location employing 50 or more persons; and (C) EITHER, (i) a separate VETS-100A Report for each hiring location employing fewer than 50 persons, OR (ii) consolidated reports that cover hiring locations within one State that have fewer than 50 employees. Each state consolidated report must also list the name and address of the hiring locations covered by the report. Company consolidated reports such as those required by EEO-1 reporting procedures are NOT required for the VETS-100A Report. Completed reports for the headquarters location and all other hiring locations for each company should be mailed in one package to the address indicated on the front of the form. Employers may submit their reports via the Internet at <http://www.dol.gov/vets/programs/fcp/main.htm>. A company number is not required in order to use this method of submission. Employers that submit computer-generated output for more than 10 hiring locations to satisfy their VETS-100A reporting obligations must submit the output in the form of an electronic file. This file must comply with current DOL specifications for the layout of these records, along with any other specifications established by the Department for the applicable reporting year. Employers that submit VETS-100A Reports for ten locations or less are exempt from this requirement, but are strongly encouraged to submit an electronic file. In these cases, state consolidated reports count as one location each.

## RECORD KEEPING

Employers must keep copies of the completed annual VETS-100A Report submitted to DOL for a period of one year.

## HOW TO PREPARE THE FORMS

Answers to questions in all areas of the form are mandatory.

Multi-establishment employers submitting hard copy reports should produce facsimile copies of the headquarters form for reporting data on each location.

Type of Reporting Organization Indicate the type of contractual relationship (prime contractor or subcontractor) that the organization has with the Federal Government. If the organization serves as both a prime contractor and a subcontractor on various federal contracts, check both boxes.

Type of Form If a reporting organization only has a covered contract that was entered into or modified on or after December 1, 2003, it then must use a VETS-100A Report. If a reporting organization only has a covered contract that was entered before December 1, 2003, (and did not become subject to 41 CFR part 61-300 through contract modification) it must use a VETS-100 Report. If a reporting organization has a covered contract entered both before and on or after December 1, 2003, it then must use both a VETS-100 and a VETS-100A Report.

If a reporting organization submits only one VETS-100A Report for a single location, check the Single Establishment box. If the reporting organization submits more than one form, only one form should be checked as Multiple Establishment-Headquarters. The remaining forms should be checked as either Multiple Establishment-Hiring Location or Multiple Establishment-State Consolidated. For state consolidated forms, the number of hiring locations included in that report should be entered in the space provided. For each form, only one box should be checked within this block.

## COMPANY IDENTIFICATION INFORMATION:

Company Number Leave Blank. If there are any questions regarding a Company Number, please call the VETS-100 staff at (866) 237-0275 or e-mail [VETS100-customersupport@dol.gov](mailto:VETS100-customersupport@dol.gov).

Twelve Month Period Ending Enter the end date for the twelve month reporting period used as the basis for filing the VETS-100A Report. To determine this period, select a date in the current year between July 1 and August 31 that represents the end of a payroll period. The selected date will be the basis for reporting Number of Employees, as described below. The twelve-month period preceding that date will be your twelve-month period covered. This period is the basis for reporting New Hires, as described below. Any federal contractor or subcontractor who has written approval from the Equal Employment Opportunity Commission to use December 31 as the ending date for the EEO-1 Report may also use that date as the ending date for the payroll period selected for the VETS-100A Report.

Name and Address for Single Establishment Employers COMPLETE the identifying information under the Parent Company name and address section. LEAVE BLANK all of the identifying information for the Hiring Location.

Name and Address for Multi Establishment Employers **For parent company headquarters location**, COMPLETE the name and address for the parent company headquarters, LEAVE BLANK the name and address of the Hiring Location. **For hiring locations of a parent company**, COMPLETE the name and address for the Parent Company location, COMPLETE the name and address for the Hiring Location.

NAICS Code, DUNS Number, and Employer ID Number Single Establishment and Multi Establishment Employers must COMPLETE the Employer ID Number, NAICS Code, DUNS Number, as described below.

NAICS Code Enter the six (6) digit NAICS Code applicable to the hiring location for which the report is filed. If there is not a separate NAICS Code for the hiring location, enter the NAICS Code for the parent company.

Dun and Bradstreet I.D. Number (DUNS) If the company or any of its establishments has a Dun and Bradstreet Identification Number, please enter the nine (9) digit number in the space provided. If there is a specific DUNS Number applicable to the hiring location for which the report is filed, enter that DUNS Number. Otherwise, enter the DUNS number for the parent company.

Employer I.D. Number (EIN) Enter the nine (9) digit number assigned by the I.R.S. to the contractor. If there is a specific EIN applicable to the hiring location for which the report is filed, enter that EIN. Otherwise, enter the EIN for the parent company.

## INFORMATION ON EMPLOYEES

Counting Veterans. Some veterans will fall into more than one of the qualified covered veteran categories. For example, a veteran may be both a disabled veteran and an other protected veteran. In such cases the veteran must be counted in each category.

Number of Employees. Provide all data for regular full-time and part-time employees who were disabled veterans, other protected veterans, Armed Forces service medal veterans, or recently separated veterans employed as of the ending date of the selected payroll period. Do not include employees specifically excluded as indicated in 41 CFR 61-300.2(b)(2). Employees must be counted by qualified covered veteran status for each of the 10 occupational categories (Lines 1-10) in columns L, M, N, and O. Column P must count all employees, including qualified covered veterans, in each of the 10 occupational categories (Lines 1-10). Blank spaces will be considered zeros.

New Hires. Report the number of regular full-time and part-time employees who were hired, both veterans and non-veterans, as well as those who were hired by veteran category, and who were included in the payroll for the first time during the 12-month period preceding the ending date of the selected payroll period. The total line in columns Q, R, S, T, and U (Line 11) is required. Enter all applicable numbers, including zeros.

Maximum/Minimum Employees. Report the maximum and minimum number of regular employees on board during the twelve-month period covered by this report, as indicated by 41 CFR 61-300.10(a)(3).

## DEFINITIONS:

'Hiring location' means an establishment as defined at 41 CFR 61-300.2(b)(1).

'Job Categories' means any of the following: Officials and Managers (Executive/Senior Level Officials and Managers and First/Mid Level Officials and Managers), Professionals, Technicians, Sales Workers, Administrative Support Workers, Craft Workers, Operatives, Laborers and Helpers, and Service Workers and are defined in 41 CFR 61-300.2(b)(3).

'Disabled Veteran' means (i) a veteran of the U.S. military, ground, naval or air service who is entitled to compensation (or who but for the receipt of military retired pay would be entitled to compensation) under laws administered by the Secretary of Veterans Affairs, or (ii) a person who was discharged or released from active duty because of a service-connected disability.

'Other Protected Veteran' means a veteran who served on active duty in the U.S. military, ground, naval, or air service during a war or in a campaign or expedition for which a campaign badge has been authorized. For those with Internet access, the information required to make this determination is available at <http://www.opm.gov/staffingportal/vgmedal2.asp>. A replica of that list is enclosed with the annual VETS-100A mailing.

'Armed Forces Service Medal Veteran' means a veteran who, while serving on active duty in the U.S. military, ground, naval or air service, participated in a United States military operation for which an Armed Forces service medal was awarded pursuant to Executive Order 12985 (61 Fed. Reg. 1209) at <http://www.opm.gov/staffingportal/vgmedal2.asp>

'Recently Separated Veteran' means a veteran during the three-year period beginning on the date of such veteran's discharge or release from active duty in the U.S. military, ground, naval or air service,

'Covered Veteran' means a veteran as defined in the four veteran categories above.

A copy of 41 CFR part 61-300 can be found at [http://www.dol.gov/dol/cfr/Title\\_41/Chapter\\_61.htm](http://www.dol.gov/dol/cfr/Title_41/Chapter_61.htm)

Public reporting burden for this collection is estimated to average 45 minutes per response, including the time for reviewing instructions, searching existing data source, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden to the Department of Labor, Office of Information Management, Room N-1316, 200 Constitution Avenue, NW, Washington D.C. 20210 or electronically transmitted to [VETS100-customersupport@dol.gov](mailto:VETS100-customersupport@dol.gov). All completed VETS-100A Reports should be sent to the address indicated on the front of the form.