



Engineering Department

REQUEST FOR PROPOSALS

(C3) RFP E15-034

**CONSULTING SERVICES
for an
HOUSING ACTION PLAN**

Issued by:  Date: 8/19/14
Greg Smith, Contract Administrator

REQUEST FOR PROPOSALS
Consulting Services for an Housing Action Plan
(C3) RFP E15-034

SCOPE OF SERVICES: The City and Borough of Juneau (CBJ) is requesting proposals from qualified consultants to provide consulting services for the Housing Action Plan project.

PRE-PROPOSAL MEETING: A non-mandatory pre-proposal meeting will be held in the 3rd floor Engineering Department conference room, 230 South Franklin Street, Marine View Center, at **10:00 a.m., Alaska time on September 16, 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 by 4:30 p.m., on August 8, 2014.

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

DEADLINE FOR PROPOSALS: 7 copies of the proposal, in a *sealed envelope*, must be received by the Purchasing Division prior to **2:00 p.m. Alaska Time on October 16, 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
1 05 Municipal Way, Room 300
Juneau, AK 99801

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

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

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

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

IMPORTANT NOTICE TO PROPOSER			
To submit your proposal: <ol style="list-style-type: none">1. Print your company name and address on the upper left corner of your envelope.2. Complete this label and place it on the lower left corner of your envelope			
<table border="1"><tr><td>RFP NUMBER: <u>E15-034</u></td></tr><tr><td>SUBJECT: <u>Consulting Services for an Housing Action Plan</u></td></tr><tr><td>DATE OF OPENING AT 2:00 P.M. ALASKA TIME <hr/></td></tr></table>	RFP NUMBER: <u>E15-034</u>	SUBJECT: <u>Consulting Services for an Housing Action Plan</u>	DATE OF OPENING AT 2:00 P.M. ALASKA TIME <hr/>
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SEALED PROPOSAL			

Disadvantaged Business Enterprises are encouraged to respond.

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1.0 GENERAL INFORMATION

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

1.1 Purpose

The City and Borough of Juneau (CBJ) seeks to develop an overall Housing Action Plan (HAP) to provide a stable supply of affordable housing for current and future residents of Juneau at all income levels. The Housing Action Plan will focus on finding ways to provide housing to those segments of the community identified as having the highest needs through an updated and expanded Housing Needs Assessment. CBJ's principal participants engaged in developing the Housing Action Plan are the Community Development and Lands and Resources Departments and the Juneau Affordable Housing Commission (AHC).

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

1.2 Scope of Services

The CBJ desires to have a comprehensive housing action plan for encouraging and promoting a variety of housing types and levels of affordability. The selected consultant is tasked with developing a Housing Action Plan, with specific initiatives designed to promote development of housing that best addresses the housing need of the CBJ. The development of the Juneau Housing Action Plan should include, but not be limited to, the following tasks:

Task 1. Background Research and Analysis:

In Task 1, the consultant is expected to complete a review of all-relevant planning, financial, and development documents and other relevant private and public data to aid in understanding local conditions and the community's housing needs. Examples of such documents include:

- A. 2012 Juneau Housing Needs Assessment
- B. 2013 Comprehensive Plan
- C. 2013 Assembly Housing Task Force recommendations
- D. AHC Task List
- E. Lands & Resources Department Land Disposal Plan
- F. US Census demographic and income data pertaining to residency patterns, household income, home ownership, etc.
- G. Alaska Department of Labor data and projections pertaining to workforce and population trends, employment, retirement trends, etc.
- H. Economic Development Plan (draft available December 2014)

- I. Senior Housing & Services Demand Assessment (draft available September 2014)
- J. 2013 and 2014 housing permit data and assessor's database of existing housing stock
- K. Alaska Housing Finance Corp rental rate study
- L. Transit Plan
- M. Transportation Plan

Task 2. Public Outreach: The Housing Action Plan process will use the AHC as a steering committee.

The consultant will develop a public outreach effort that informs and educates the public about the HAP throughout the contract, offers opportunities for meaningful public input, and uses the extensive input obtained by the CBJ Assembly Housing Task force in 2013. The public outreach plan will be reviewed and coordinated with the AHC. The public outreach component must be comprehensively described including the expected roles of the community, the City, and the consultant for specific outreach activities, as well as who will be responsible for the production, publication and distribution of informational materials.

Task 3 Identification of Issues and Concerns:

Using the information used and developed in the previous tasks, consultant's knowledge, experience, and understanding of best practices and promising solutions implemented in other communities to address housing affordability, consultant will identify Juneau's key barriers to development of appropriate safe, sanitary and affordable housing for all segments of the community.

The plan shall identify, at a minimum, issues and concerns related to the following components:

- A. Identify housing needs of the community (location, amenities, size, ownership type, affordability).
- B. Identify housing cost and affordability
- C. Relationship of housing cost/affordability and housing needs
- D. Inventory buildable lands
- E. Identify barriers to providing affordable housing
- F. Identify existing housing resources in the community
- G. Review best practices

As part of plan development the consultant will engage with local builders, multi-family landlords, realtors, mortgage lenders, major employers, supportive & subsidized housing providers, and, using relevant qualitative and quantitative research methods, determine the need and demand for different types of housing and identify the gaps in the current housing stock and barriers to development. The consultant's

proposal must describe in detail what research methods will be utilized and explain what, if any, assistance will be required from CBJ staff or others.

Task 4. Preparation of Goals, Objectives, and Recommendations:

Based upon the information obtained in the previous tasks, the consultant shall work with the community to develop, refine, vet and prioritize goals, objectives and recommendations for the Housing Action Plan.

Task 5. Recommendations for Implementation Strategy:

Shall consist of preparing recommendations for achieving the goals, objectives and recommendations of the Housing Action Plan. Consultant will:

- A. Develop strategies that will improve the quality of housing throughout the CBJ.
- B. Develop strategies to encourage diverse housing types and affordability levels, including size, location and amenities (i.e. senior independent living apartments, luxury condos, with daycare facilities, etc.).
- C. Develop strategies for redeveloping targeted areas.
- D. Identify incentives to encourage private sector housing development for all incomes.
- E. Detail ways to attract funding that address housing needs and to leverage existing funds with new funds.
- F. Identify ways to leverage local partners' resources such as, Tlingit Haida Regional Housing Authority, Alaska Housing Development Corporation, Catholic Community Services, St. Vincent de Paul Society, Juneau Economic Development Council, Volunteers of America and Alaska Housing Finance Corporation.
- G. Identify other potential financial/development partners.
- H. Identify ways to encourage development of underdeveloped / vacant land along transit corridor.
- I. Develop strategies to meet the housing needs of CBJ's seasonal workforce. In addition, this task shall result in the following:
- J. A timeframe for identified actions.
- K. An allocation of responsibilities for actions among the various governmental agencies and where applicable, not-for-profit organizations having interests in carrying out the programs.
- L. A general description of any land use development regulations or incentives that may be adopted by the City in order to achieve the goals, policies, and guidelines set forth in the plan.
- M. A description of other procedures that the community may use in monitoring and evaluating the implementation of the plan.
- N. Identification of potential funding sources for projects or other issues identified during the planning process.

- O. An evaluation of the Return on Investment from actions recommended in the plan will be articulated consistent with the goals of the HAP and Economic Development Plan. For example will the identified Capital Improvement Project (CIP) result in the expansion of employment, tax revenues, or in some way improve our competitiveness or position as a regional hub for business?
- P. Consider recommendations identified in the HAP process in light of other on-going planning efforts, such as the CBJ Economic Development Plan, Comprehensive Plan, the AHC task list, transit planning, local workforce development programs and small business development initiatives.

Task 6. Communication Plan and Presentations:

The proposal must describe the plan for engagement and communication throughout the contract with the CBJ project manager, the AHC (steering committee) and key stakeholders throughout the process and how progress reporting will be handled. The planning process is expected to be iterative, and the consultant will present key findings, preliminary recommendations and get feedback frequently. Stakeholders should have an early and clear understanding of the goals and recommended strategies proposed so that the process itself builds in support.

The consultant will be required to undertake a series of presentations at various stages of the planning effort to the Planning Commission and Assembly, some of which may be via video or teleconference. The proposal should clarify how and when presentations will be made. The consultant is also expected to present the plan in person when formally reviewed and considered by the Planning Commission and Assembly. Presentations to other boards and commissions may be arranged.

1.3 Completion

Work collaboratively with AHC/CBJ project team to complete work in phases

- Detailed needs Assessment
- Development of plan
- Vetting plan/comment
- Final plan adoption

Work under this contract shall be completed within 9 months of award of contract.

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.

In 2013 the CBJ updated the Housing Chapter of the Comprehensive Plan. One of the principle recommendations of the Plan is to develop a housing plan. In 2012 the CBJ and Juneau Economic Development Council updated the 2010 Housing Needs Assessment. The 2012 Housing Needs Assessment estimated that to achieve a 5% vacancy rate 683-747 total market rate housing units and 441 new public housing rental units and/or housing vouchers to bring rents to ≤\$700/month are needed. Other findings included:

- Long history of unaffordable housing in Juneau
- Limited choice/low vacancy
- Age of housing stock
- Inhabitable housing units downtown taken out of service
- Gastineau fire
- Aging of population/reduction in household size
- Homelessness

Recent Developments

- Density work
- Extension of water/sewer
- Accessory Apt permitting
- New funding for permanently affordable rentals +40 units permitted
- Increase building/permitting multifamily
- Increase building/permitting single family
- CBJ economic development plan
- Senior Housing & Services demand assessment
- Changes to diversify Juneau Affordable Housing Fund

Information about Juneau.

- A. Geography. Juneau is located along the Inside Passage within the Alexander Archipelago. Part of the mainland, Juneau consists of 3,250 square miles, including 928 square miles of ice cap and 704 square miles of water. This rugged terrain rises from ocean to a mountainous ice field in only a few miles. Juneau is accessible only by air or sea. Seattle is located approximately 970 air miles to the south and Anchorage approximately 570 air miles to the north. Additional information about Juneau is available on the City's website at www.juneau.org.
- B. Climate. Juneau is a coastal community influenced by a mild maritime climate. The Juneau International Airport (JNU) lies in an area influenced by the Japanese current, which creates significant precipitation and overcast conditions. Average summer temperatures range from 44 degrees to 65 degrees and winter temperatures range from 25 degrees to 35 degrees. Average rainfall is 56 inches in the airport area and 80 inches downtown. Weather information about Southeast Alaska and Juneau can be obtained at <http://pajk.arh.noaa.gov>.

- C. Population and Economy. Juneau's population is approximately 32,832 based on 2012 State Census. Information on Juneau's economy is available from the Juneau Economic Development Council's (JEDC) website: www.jedc.org.
- D. City Government. Juneau is a home-rule municipality with a 9 member Assembly, including the Mayor. It has a council-manager form of government and is the capital of Alaska. A description of the City's government is available at www.juneau.org.

1.5 Questions

Questions regarding this proposal should be directed to:

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

email: 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.

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.

2.3 Disclosure of Proposal Contents.

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

3.0 PROPOSAL CONTENT REQUIREMENTS

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. The entire proposal shall be limited to 30 pages, including resumes and licenses.

3.1 Title Page

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

3.2 Table of Contents

Clearly identify the materials by selection and page number.

3.3 Letter of Transmittal

Limit to one or two printed pages.

- 3.3.1 Briefly state the firm's understanding of the proposal requirements and summarize your capability to meet same.
- 3.3.2 Give names of the person(s) who will be authorized to represent the firm, their title(s), address(es) and telephone number(s).
- 3.3.3 The transmittal letter must be signed by a representative who has authority to bind the firm. Name and title of the individual signing the proposal must be printed below or adjacent to the signature.
- 3.3.4 **Acknowledge receipt of all addenda.** Failure of to acknowledge addenda may result in the proposal being considered non-responsive and subject to rejection.

3.4 Scope of Services an Work Plan

- 3.4.1 Discuss the Scope of Services and how to the firm will provide the desired services. Include a statement of approach and methodology for accomplishing the requested services.
- 3.4.2 Provide a work plan which includes a proposed project schedule. This schedule should identify major tasks and critical components of the project. If the Consultant's team anticipates delays or problems with the design schedule, describe these issues in detail.
- 3.4.3 Discuss the incorporation of this project into the firm's current workload and the ability of the Consultant's team to meet the project schedule. Provide a staff schedule, identifying primary personnel and sub consultants and how their proposed work schedule during different phases of the project. How much priority can/will this project be given?

3.5 History and Experience

- 3.5.1 Provide company names, individual contacts, and telephone numbers of references for at least two similar projects which are of the same general concept requested in this RFP.
- 3.5.2 Provide general background information on the firm including specialized experience, capabilities, and unique qualifications in the field. This should include information outlining the firm's experience in the specific professional services requested.

3.6 Proposer's organization and Personnel Qualifications

- 3.6.1 Describe the organizational structure of the Consultant team for this project with an organizational chart or other diagrammatic explanation. Describe how this project fits into the firm's over-all organization.

3.6.2 Specify the project manager and other personnel who will be directly providing services for the CBJ in various areas of the described project and state their position. The names, titles and resumes of listed personnel should be provided. Please indicate the experience of each member specifically as it applies to this type of project.

3.7 Firm's Hourly Rates

Evaluation will include the hourly rates of pay for personnel to be used on this project. Include a list of reimbursable expenses typical for this type of project. Hourly rates shall include all markups and multipliers. Hourly rates shall remain in effect for the life of the contract with no increases.

3.8 Licenses

Professional registration (Engineer/Architect/Land Surveyor/Landscape Architect) in the State of Alaska at the time of proposal submission is required (Alaska Statute 08-48-281).

If a corporate license is held, the professional licensed in the State of Alaska (in order to obtain a corporate license) must be in responsible charge of the project, as well as the professional stamping the work.

All survey work involving property or boundary surveys must be stamped by a Professional Land Surveyor licensed in the State of Alaska.

All reports prepared by a registered professional licensed in the State of Alaska must be stamped by the registered professional.

The proposal must include a statement indicating that all required corporate, all required professional occupational licenses and all other necessary licenses/certifications are currently held. License/certification numbers must be provided.

4.0 EVALUATION OF PROPOSALS

4.1 Criteria

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

4.2 Evaluation Data

The evaluation Data discussed below is the presented in an effort to delineate what criteria will be used to score proposals. Please do not include a separate section in your

proposal for Evaluation Data. Much of the information discussed and requested below should be included in the proposal as part of the Proposal Content Requirements discussed in SECTION 3.0 of this RFP.

4.2.1 Proposed Method to Accomplish the Project

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

4.2.2 Organization, Capacity of Firm and Personnel Qualifications

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

4.2.3 Relevant Experience and Past Record of Performance

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

4.2.4 Firm's Hourly Rates

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

4.2.5 Quality of the Proposal

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

4.2.6 Juneau Proposer according to **7.0 JUNEAU PROPOSER POINTS**

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

4.3 **Evaluation Process**

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

5.0 SELECTION AND AWARD

An evaluation committee will review, evaluate, score and rank proposals, in accordance with criteria identified below and the Evaluation/Ranking sheet located at the end of this RFP. Clarification of submitted material may be requested during the evaluation process. Interviews by telephone with top ranked Proposers may also be conducted at the discretion of the evaluation committee. If necessary, in-person interviews will be conducted. Finalists will be notified and informed of interview requirements. In the event of a tie in the ranking totals, only the raw scores of the Proposers who are tied will be totaled to determine the appropriate ranking. The successful Proposer will be invited to enter into contract negotiations with CBJ. Upon conclusion of successful negotiations and compliance with any pre-award obligations, award will be made in the form of a contract and a purchase order, if appropriate, will be sent to the Consultant. If an agreement cannot be reached during the negotiation process, the City will notify the Proposer and terminate the negotiations. Negotiations may then be conducted with the next Proposer in the order of its respective ranking.

6.0 INSURANCE REQUIREMENTS

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

7.0 JUNEAU PROPOSER POINTS

Juneau proposer points shall be awarded if the Proposer is determined to be a “Juneau proposer” meeting the criteria of CBJ’s Purchasing Ordinance 53.50, Section 53.50.010. CBJ Ordinance 53.50 can be viewed electronically at the following internet address: www.juneau.org/law. **Note:** *The criteria for meeting Juneau Proposer requirements have changed. Please review the new requirements and contact the CBJ Engineering Department or Purchasing Division with any questions.*

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

8.0 PROTESTS

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

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

9.0 CONSULTANT'S GOOD STANDING WITH CBJ FINANCE DEPARTMENT

Consultants must be in good standing with the CBJ prior to award, and prior to any contract renewals, and in any event no later than **seven business days** following notification by the CBJ of intent to award. **Good standing** means: all amounts owed to the CBJ are current and the Consultant is not delinquent with respect to any taxes, fees, assessment, or other monies due and owed the CBJ, or a Confession of Judgment has been executed and the Consultant is in compliance with the terms of any stipulation associated with the Confession of Judgment, including being current as to any installment payments due; and Consultant is current in all CBJ reporting obligations (such as sales tax registration and reporting and business personal property declarations). Failure to meet these requirements may be cause for rejection of your proposal. To determine if your business is in good standing, or for further information, contact the CBJ Finance Department's Sales Tax Division at (907) 586-5265 for sales tax issues, Assessor's Office at (907)586-0930 for business personal property issues, or Collections Division at (907) 586-5268 for all other accounts.

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

CONSULTING FIRM: _____

SCORED BY: _____

DATE: _____

		POINTS AWARDED	
		<u>Points Possible</u>	<u>Score</u>
4.2.1	Proposed Method to Accomplish the Project including use of proven, effective and innovative approaches	0 - 25	_____
4.2.2	Organization, Capacity of Firm and Personnel Qualifications		
	a. Organization and ability to perform services within desired schedule	0 – 20	_____
	b. Experience of proposed personnel and scale of involvement	0 – 20	_____
4.2.3	Direct Experience and Past Record of Performance developing community-wide housing action plans which have been/are being successfully implemented	0 – 20	_____
4.2.4	Proposed Hourly Rates	0 – 5	_____
4.2.5	Quality of Proposal	0 – 5	_____
		Subtotal	_____
The Engineering Contract Administrator will assign points for criterion 4.2.6 below			
4.2.6	Juneau Proposer (according to SECTION 7.0)	0 or 5	
		TOTAL POINTS	100
		INDIVIDUAL RANKING	_____



ENGINEERING DEPARTMENT

ATTACHMENT 1

PROFESSIONAL SERVICES CONTRACT CONSULTING SERVICES for an HOUSING ACTION PLAN Contract No. RFP E15-034

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 Beth McKibben. The City Manager shall be an alternate representative. The City shall not be liable for Consultant's expenses incurred in reliance on directions received from any other municipal officer or employee. The Consultant's representative shall be _____.

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

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

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

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

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

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

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

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

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

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

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

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

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

18. IDENTIFICATION OF DOCUMENTS. All reports, maps, and other documents completed as a part of this Contract, other than documents exclusively for internal use within the City, shall carry a City notation or logo as directed by the City.

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

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

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

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

**APPENDIX A: SCOPE OF SERVICES
CONSULTING SERVICES for an HOUSING ACTION PLAN
Contract No. RFP E15-034**

See Scope of Services in RFP .

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

The completion date for this project is _____/

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

STANDARD CONTRACT

**APPENDIX B: COMPENSATION
CONSULTING SERVICES for an HOUSING ACTION PLAN
Contract No. RFP E15-034**

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

Attachment 1 – Standard Contract

Contract No. E15-034 for Consulting Services for an Housing Action Plan
with _____

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

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

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

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

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

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

- ◆ Airline tickets should be purchased at the 14 day advanced purchase price. The CBJ will not pay for First Class travel. Any deviation shall be approved in writing in advance by the CBJ Project Manager.
- ◆ Per diem meal allowance shall be: \$60.00 (\$12.00 for breakfast, \$16.00 for lunch and \$32.00 for dinner).
- ◆ The Consultant shall stay at the hotel with a daily rate not to exceed \$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
CONSULTING SERVICES for an HOUSING ACTION PLAN
Contract No. RFP E15-034

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

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

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

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

Comprehensive Automobile Liability Insurance. The coverage shall include all owned, hired, and non-owned vehicles to a one million dollar (\$1,000,000.00) combined single limit coverage.

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