



Engineering Department

## REQUEST FOR PROPOSALS

(C3) RFP E15-263

### CBJ BIOSOLIDS BELT DRYER SYSTEM

Issued by: Greg Smith Date: 5/6/15  
Greg Smith, Contract Administrator

CBJ Biosolids Belt Dryer System  
(C3) RFP E15-263

**SCOPE OF SERVICES:** The City and Borough of Juneau (CBJ) is soliciting proposals from manufacturers interested in furnishing a biosolids thermal belt dryer system (dryer).

**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 May 14, 2015.** 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 Tina Brown in the CBJ Engineering Contracts Division, at 907-586-0878, or email [contracts@juneau.org](mailto:contracts@juneau.org) by 4:30 p.m., on May 13, 2015.

**QUESTIONS REGARDING THIS RFP:** Greg Smith, Contract Administrator, phone 907-586-0873, fax 907-586-4530, [greg.smith@juneau.org](mailto:greg.smith@juneau.org) is the sole point of contact for all issues pertaining to this procurement.

**DEADLINE FOR PROPOSALS:** 5 paper copies of the proposal, including an electronic copy of the Proposal on a CD-ROM or Thumb Drive in PDF format in a ***sealed envelope***, must be received by the **Purchasing Division prior to 2:00 p.m. Alaska Time on May 26, 2015**, 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.

<b>IMPORTANT NOTICE TO PROPOSER</b>	
<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: E15-263</b></p><p><b>SUBJECT: CBJ Biosolids Belt Dryer System</b></p><p><b>DATE OF OPENING AT 2:00 P.M. ALASKA TIME</b></p><hr/></td></tr></table>	<p><b>RFP NUMBER: E15-263</b></p> <p><b>SUBJECT: CBJ Biosolids Belt Dryer System</b></p> <p><b>DATE OF OPENING AT 2:00 P.M. ALASKA TIME</b></p> <hr/>
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<p><b>SEALED PROPOSAL</b></p>	

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) is soliciting proposals from manufacturers interested in furnishing a biosolids thermal belt dryer system (dryer). The dryer shall be capable of processing 3.6 wet tons per hour of 15% solids wet biosolids to a 95% dry Class A product. The CBJ intends to run this facility 10 hours per day, 6 days per week. This facility will be located in Juneau, Alaska at either the Juneau Douglas Wastewater Treatment plant 1540 Thane Road, or at the Mendenhall Wastewater Treatment plant, 2009 Radcliffe Road.

This document solicits information, qualifications, and cost from qualified dryer manufacturers to provide submittals, the dryer, materials, freight, parts, labor, installation assistance and operator training services for the dryer and associated equipment.

The CBJ intends to use this process to preselect a thermal belt dryer manufacturer / supplier and contract directly with them at the cost and payment schedule provided under this proposal for the dryer system, associated materials and required services. Subsequent to award of this contract, the CBJ intends to bid and award a general construction contract for the CBJ biosolids dryer system construction at which time the selected dryer manufacturer / supplier contract and the agreed upon terms and conditions will be assigned to the general construction contract. The Contract between the CBJ and Dryer Manufacturer / Supplier will dissolve and the Dryer Manufacturer / Supplier will enter into a contractual relationship with the General Contractor for the project. This arrangement will be similar in all respects to any other equipment supplier relationship established by the General Contractor.

The terms proposer, supplier and manufacturer will be used interchangeably within this document and all refer to the firm proposing to provide the biosolids thermal belt dryer system.

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 owns and operates three wastewater treatment plants: Auke Bay (ABWTP), Mendenhall (MWTP); and Juneau Douglas (JDWTP). All of the plants provide secondary treatment using a biologically mediated process known as activated sludge. In order to maintain effectiveness and efficiency of the treatment process it is necessary to remove excess activated sludge from the treatment process. This sludge is known as waste activated sludge (WAS) and is composed of biological organisms, inert solids and residual wastewater. WAS from the ABWTP is aerobically digested and then trucked to the MWTP combined with the MWTP WAS and then dewatered with a belt filter press (BFP) to achieve a sludge cake containing approximately 15% solids and 85% water. WAS from the MWTP is not digested prior to dewatering. WAS generated by the JDWTP is aerobically digested and then dewatered to approximately 15% solids. Dewatering at both MWTP and JDTP is completed by Ashbrook Klampress 1 meter belt filter presses.

**Permitted Plant capacities and 2013 solids production data:**

Treatment Plant	Permitted Max Daily Flow (MGD)	Permitted max month - daily average flow (MGD)	Average solids production Rate (wet tons/day)	Max Monthly average solids production rate (wet tons/day)	Annual Average percent total solids (%)
MWTP	4.9	not specified	14.6	17.2	15.8*
JDTP	6.0	2.76	4.6	7.0	15.8*
ABTP	0.16	not specified	Combined with MWTP	Combined with MWTP	Combined with MWTP

\*dewatering performance ranges between 13% to 17% on a daily basis

The Dryer Performance Criteria includes minimal requirements and guidelines for the dryer system for evaluation of proposals. The scope is for provision of one complete dryer system with all materials, labor and equipment required for one complete system, including control panels, starters, controls and appurtenances.

The dryer manufacturer shall provide all equipment and services necessary to provide a belt dryer system for the CBJ to produce 95% dried solids Class A Biosolids as defined by USEPA 40 CFR 503 and Alaska Department of Environmental Conservation (ADEC). The dryer shall be fully automated, capable of operating unattended, capable of automatic shutdown when required and reporting to the CBJ Wastewater Treatment SCADA system.

The Belt Dryer System will include:

- Proper sizing to meet the operating conditions and dryer performance criteria included in this document.
- Control Panels shall operate all equipment and provide automatic control for:
  - Biosolids feed system from dewatered biosolids hopper, to lift and feed pumps, and discharge conveyor, some (or all) with variable frequency drive (starter and VFD in the MCC).
  - Boiler / dryer heating system
  - Condensers and scrubbers as required for condensate
  - Belt Dryer System
  - Other equipment necessary for successful operation of the belt dryer system
- All equipment and devices shall be listed by and bear the U.L. label or the CSA-C/US label.

The full responsibility for the functional operation of the Biosolids Dryer System and all components included in proposal shall be the responsibility of the Manufacturer / Supplier. Supplier shall be responsible for all engineering necessary in order to select, furnish, supervise installation and connections, calibrate and place into operation the Biosolids Dryer System Equipment along with all other equipment and accessories.

The belt dryer system will be the sole dryer for the CBJ, drying biosolids from all of the three treatment plants; while the final location has not yet been determined, it will be located at either MWTP or JDTP. The pressed biosolids will be trucked from the other plant to the dryer facility for processing.

### **Dryer Performance Criteria:**

Average Solids concentration from belt filter press	15%
Solids concentration daily variation	13% - 17%
Design Solids Loading – (wet tons /day)	30.7 wet tons / day
Hourly feed rate (drying 60 hours/ week)	3.6 wet tons / hour
End Product	95% solids content Class A Biosolids Per USEPA 40 CFR 503 and ADEC
Primary Fuel type	Fuel oil
Dryer type	direct, thermal, traveling belt
Heat exchanger type	hot water / boiler
Design Final Solids content	95% average dry solids
Minimum Final Solids Content:	92% average dry solids
Dewatered Cake Storage	72 hours minimum

A 100% Performance Bond will be required prior to award. The bond must be in a form satisfactory to the CBJ. In addition to the Performance Bond, the Dryer Manufacturer / supplier must provide a minimum one year warranty for all labor and materials. The warranty will provide coverage for a minimum of one year from the formal regulatory approval to operate the facility

### **1.3 Anticipated Bidding / Procurement Schedule**

Currently, the CBJ is waiting to determine configuration and the spatial constraints of the dryer to be used as the basis of design. Upon selection of preferred dryer, the design for the facility will be completed. The anticipated bid advertisement date for the construction project to install the dryer facility and ancillary equipment is in March 2016.

### **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. Juneau is located approximately 900 miles north of Seattle and 500 miles Southeast of Anchorage. There are no roads into Juneau. Flights arrive daily but are sometimes cancelled due to bad weather. There is barge service from Seattle and each trip takes 5 days.

### **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 – 3<sup>rd</sup> Floor  
230 South Franklin Street  
Juneau, Alaska 99801

**Email:** Greg.Smith@juneau.org  
**Attention:** Greg Smith  
**Telephone:** (907) 586-0873

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 Supplier 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, Attachments, Appendices 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 Supplier 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 Proposer(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:

#### **3.1 Title Page**

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

#### **3.2 Table of Contents**

Clearly identify the materials by section and page number.

#### **3.3 Letter of Transmittal**

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

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

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

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

3.3.4 The transmittal letter must be signed by a corporate officer who has authority to bind the firm.

#### **3.4 Scope of Services**

Discuss the Scope of Services and how the firm will provide the desired equipment listed in Section 3.5.

#### **3.5 Biosolid Dryer System Information**

The following questions must be answered completely and incorporated into the response to the RFP so that the equipment offered can be adequately evaluated. As a minimum, the proposal shall include the following for the proposed system equipment (in the order shown):

A. Name of Organization

B. Design consultation, coordination and bid package refinement to ensure efficiency and effective integration of the proposed dryer system into existing CBJ treatment stream. The ultimate scope and fees shall be negotiated with the successful proposer upon award of the contract.

C. Proposed Dryer system including the following:

- All drawings and submittals (hard copy, PDF and AutoCAD formats) necessary to:
  - obtain the required ADEC regulatory approval
  - prepare construction bid documents for tendering the construction of the installation of the dryer.
- Dewatered cake storage with live bottom for 72 hours of dryer feed storage
- Duplex dryer feed progressive cavity pump system
- Sludge cake bypass system from dewatered cake storage system to remove stored sludge cake in event of long term dryer breakdown ./ shutdown
- Thermal System (oil burner, heat exchangers, fans supply and exhaust ducts etc.)
- Biosolids Dryer (dehydration chamber with traveling belt, recirculation fans, load out conveyor)
- “Super sack” or equivalent bulk bag loading system
- Exhaust gas collection, condenser and scrubber system
- Fans required for conveyance of air through the process units and/or thermal units
- Valves and dampers (motorized and manual) required for process control and isolation
- Process dust control and fugitive dust control system
- All controls and programming, power demand and instrumentation
- Electrical system components (motors, motor starters, motor control centers, etc)
- Instrumentation and Controls package (control panels, PLC, operator work station, field instruments required for a complete system, etc)
- All internal wiring
- Access provisions, including platforms, catwalks, ladders, roll-around ladder stairs, handrails and stairways
- Any other additional equipment necessary for a complete system is not eliminated by reason of such omission and shall be provided by the Dryer Supplier unless specifically noted as supplied by others.
- Installation, testing, start up, training and commissioning assistance: to consist of a minimum of two trips to Juneau for five days per trip.
- All equipment shall be pre-assembled prior to arriving in Juneau. Any components that cannot be pre-assembled shall be listed and explained in detail in the proposal.

D. Delivery schedule:

- a. Time required from Notice to Proceed (NTP) to provide complete submittal package for construction of dryer system.

- b. Time required from approval of submittal package to delivery of complete dryer system as proposed
  - c. Freight / shipping time from factory of origin to Juneau Alaska
- E. Proposed equipment performance data (in United States customary units), required maintenance and total energy consumption for operation at design capacity. A detailed breakdown of this information shall be provided as listed below:
  - a. Electricity – power consumption in kWh / lb H<sub>2</sub>O evaporated
  - b. Fuel Oil – consumption at proposal Btu / lb H<sub>2</sub>O evaporated
  - c. Water consumption requirements
  - d. Volume evaporate produced that would go to an odor control device
  - e. Noise (in decibels) at full dryer operation
  - f. Dryer operating and drying temperatures
  - g. Options for end product shaping / sizing
  - h. Minimum total solids content able to be dried by dryer
  - i. Detonation / combustion issues of the dried product while pellets are awaiting disposal and how they are mitigated
  - j. Data recording for verification that product meets USEPA Class A product
  - k. Startup time from cold start
  - l. Availability of energy saving, keep warm cycle for short periods of non-operation (between daily shifts) in lieu of complete shutdown
  - m. Downtime required for routine maintenance
  - n. Replacement parts, replacement frequency, cost and time to receive parts at CBJ after order
  - o. Equipment rebuild requirements, frequency and cost
  - p. Manpower requirements, including manpower required for startup, shutdown and routine maintenance
  - q. Recommended spare parts list of routine replacement parts and necessary parts to have in stock in Juneau given the location / freight constraints.
  - r. Turndown capability of the dryer.
- F. Dryer manufacturer's general fabrication, specific materials used in each piece of equipment, finishes assembly and installation drawings, schematics and specifications for a similar size /capacity dryer.
- G. Drawings specifically showing all points requiring maintenance, access points prescribed access routes, and clearances (including dimensions), sensor locations and routine maintenance requirements and frequency within the equipment – any areas requiring confined space, entry protocol, hoisting, etc. shall be identified. Include belt cleaning procedures and protocol such as frequency, access, equipment and labor required.
- H. Equipment list and drawings of similar sized/ capacity equipment accessories, installation and structural requirements, including access requirements for maintenance and equipment removal.

- I. Data confirming rated capacity, electrical requirements, system output and effectiveness under specified conditions, with the information necessary to satisfy each of the pre-selection criteria.
- J. Equipment list and drawings of all optional and necessary equipment and accessories for the proposed equipment (include catalog cut sheets of the proposed equipment).
- K. Preliminary layout of Dryer System installation within foot print of available space shown on the attached drawings for JDTP and MWTP.
- L. Dryer manufacturers technical data and descriptive literature, including equipment sizing, dryer component details and details of construction, peak capacities, drives, back drives etc., including nameplate data, variable frequency drive information, and full load amps.
- M. List of all sensors/ alarms / instruments / logic controllers required for operation of the dryer system.
- N. Operation and maintenance and installation manuals from a similar size and type of belt dryer systems. This shall include a list of all software licenses, and program discs, including the operating system.
- O. Equipment or system to monitor temperature or other characteristics to verify biosolids meet Class A specifications.
- P. Corporate Information:
  - a. Name of Individual Representing the Organization, Title, Address, Phone, and Email Address
  - b. Date and State of Incorporation of the Business
  - c. Total bonding capacity
  - d. Attach a financial statement, in a form that clearly indicates manufacturer's assets, liabilities and net worth. Include date of financial statement and the name of the firm preparing the statement.
- Q. List the manufacturer of all major equipment components and the locations of the factories.
- R. How long has this manufacturer been producing this type of equipment?
- S. Is the factory representative well established with certified factory trained technicians?
- T. Reliability and Repair
  - a. Estimated useful life of the equipment including the life of the belt.
  - b. Anticipated dryer service technician response time for warranty repairs, other problems and emergency repair given the logistics of traveling and part transport to Juneau, AK.

- c. Location and availability of replacement parts (are the parts off the shelf items or custom fabrication items?) Provide time delay for parts to be fabricated / stocked and shipped to Juneau?
- d. Service accessibility within unit for removal / repair / replacement of worn / failed parts.

U. Cost Information:

- a. Capital Cost: Dryer system, as specified - complete, including required documents and submittals, installation, testing, start up, training and commissioning assistance.
- b. Operations Costs:
  - i. Annual Operations Costs to meet specifications, including projected labor and energy (electricity and fuel oil) usage based on the following assumptions: \$70 / hr skilled (certified wwtp plant operator) \$60 / hr assistant (non-certified wwtp operator)
    - 1. Fuel oil: \$2.50 per gallon
    - 2. Electricity: \$0.12 per kWh
  - ii. Provide a five year routine maintenance schedule, including parts (FOB Juneau), labor and frequency (based on calendar time or hours of operation) (not to be included in cost proposal scoring)
  - iii. Additional parts required / recommended to be kept in stock in Juneau, AK given the limited resources available and shipping challenges. (not to be included in cost proposal scoring)
  - iv. List of specialty tools required for dryer system maintenance (not to be included in cost proposal scoring)
  - v. Recommended spare parts to be kept on hand for continuous operation given the limited resources available in Juneau, AK (not to be included in cost proposal scoring).

V. Provide a list thermal belt dryer installations in the United States of the same or similar size range that are currently in operation and have been operating for a minimum of one year with the following information:

- a. Dates of construction
- b. Date placed into operation
- c. Time from startup / initiation of operation to production of Class A product meeting owners specifications under continuous operation
- d. Date of final acceptance by Owner
- e. Design / Performance criteria (in US customary units)
- f. Contact information and telephone numbers of lead operator. Contact person shall be capable of confirming the operating and maintenance procedures (routine and unexpected), user interface with software and SCADA, operating costs, electricity and fuel consumption, cake solids etc.
- g. Verification and documentation of how biosolids produced by each installation meets USEPA (or state environmental agency) criteria for Class A biosolids (temperature and time requirements etc.).

- W. Provide the standard warranties and guarantees for the dryer and any optional extended coverages available. The warranty period shall be for a minimum of one year beginning upon final acceptance by the CBJ.
- X. If dryer manufacturer believes that the equipment duty points specified in this solicitation document do not provide optimum performance and/or cost reduced operation, they need to provide a description of their recommended duty points and how this improves operation and /or O&M costs.

## **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 numbered 1 through 8 on the EVALUATION/RANKING page.

### **4.2 Evaluation Data**

The Evaluation Data discussed below is presented in an effort to delineate what criteria will be used to score proposals. Please do not include a separate section in your proposal for Evaluation Data. Much of the information discussed and requested below should be included in the proposal as part of the Proposal Content Requirements discussed in SECTION 3.0 of this Request for Proposals.

#### **4.2.1 Past Record of Performance (20 Points)**

- a. Evaluation of the Proposer's experience with similar customers will be made. Detailed references including companies, specific contact persons and their phone numbers and locations should be provided.
- b. Evaluation of Proposers ability to complete projects of similar scope within the established schedule and provide a dried biosolid end product that meets the owners specifications within the expected period of performance.

#### **4.2.2 Equipment Proposed (25 Points)**

- a. The proposal should specify and cover the quality, effectiveness, reliability, equipment complexity, life of equipment, and materials of construction of the equipment provided, ability to meet the required criteria, and overall quality
- b. Evaluation of the proposed warranty and guarantees for the equipment.

#### 4.2.3 Ease of Maintenance (20 Points)

- a. Evaluation of the equipment's complexity of construction, required routine and periodic maintenance, maintenance access and equipment's overall ease of maintenance
- b. Ease of access to sensors, nozzles, fittings, bearings and any other items requiring routine or periodic replacement, adjustment and / or cleaning

#### 4.2.4 Proposed method to accomplish the Project and the capacity of the firm to perform the work within the estimated schedule (10 Points)

- a. Evaluation will be made on the Proposer's ability to perform the desired services within the established schedule. The proposal should discuss the proposed schedule for the requested services and provide a reasonable timeline of activities.

#### 4.2.5 Project Cost

- a. Capital Cost: (10 points)

Points Awarded =  $\frac{(\text{Lowest Cost Proposal}) \times (\text{Maximum Points for Cost})}{(\text{Price of Cost Proposal})}$

- b. Annual Operations Costs (5 points)

Points Awarded =  $\frac{(\text{Lowest Cost Proposal}) \times (\text{Maximum Points for Cost})}{(\text{Price of Cost Proposal})}$

#### 4.2.6 Qualifications of Personnel to be Used for this Project (5 Points)

- a. Evaluation will be made of the Proposer's organization and the ability of the personnel who will provide the equipment, technical and supervisory assistance requested. The names, titles and resumes (containing pertinent work history/experience and training/education specifically with the proposed dryer system) of those people who will provide assistance to the CBJ should be provided. Please indicate the experience of each member specifically as it applies to this type of project.

#### 4.2.7 Quality of the Proposal (5 Points)

- a. Evaluation will include the clarity and professional quality of the document(s) submitted and specific attention to this project.

### 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**

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 a contract with CBJ. Upon conclusion of successful compliance with any pre-award obligations including proof of insurance and Performance Bond, award will be made in the form of a contract and a purchase order. If an agreement cannot be reached during the process, the City will notify the Proposer and terminate the offer. Negotiations may then be conducted with the next Proposer in the order of its respective ranking.

The contract may include but not be limited to price escalation allowed between expiration of the proposal and the actual construction, limiting modifications to the manufacturer's drawings between the design phase and actual construction, and the general contractor's supply and pricing terms and conditions.

Subsequent to award of this contract, the CBJ intends to bid and award a general construction contract for the CBJ biosolids dryer system construction at which time the selected dryer manufacturer / supplier contract and the agreed upon terms and conditions will be assigned to the general construction contract. The Contract between the CBJ and Biosolids Dryer System Supplier will dissolve and the Biosolids Dryer System Supplier will enter into a contractual relationship with the General Contractor for the project for the value of the Capital Cost provided in this proposal. This arrangement will be similar in all respects to any other equipment supplier relationship established by the General Contractor

## **6.0 INSURANCE REQUIREMENTS**

The insurance requirements for this project are specified in **Appendix C – Insurance Requirements.**

## **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 Proposer's GOOD STANDING WITH CBJ FINANCE DEPARTMENT

The Proposer 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 Proposer 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 Proposer 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 the Proposer 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.

**BELT DRYER SYSTEM SUPPLIER:** \_\_\_\_\_

**SCORED BY:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**EVALUATION / RANKING**

		<b><u>POINTS AWARDED</u></b>	
		<b><u>Points</u></b>	<b><u>Written Eval.</u></b>
1.	Past record of performance.	0-20	_____
2.	Equipment Proposed.	0-25	_____
3.	Ease of Maintenance.	0-20	_____
4.	Proposed method to accomplish the Project and the capacity of the firm to perform the work within the estimated schedule	0-10	_____
5.	Project Cost		
	a) Capital Cost*	0-10	_____
	b) Annual Operations Costs*	0-5	_____
6.	Qualifications of personnel to be used for this project.	0-5	_____
7.	Quality of Proposal.	0-5	_____
<b>TOTAL POSSIBLE POINTS</b>		<b>100</b>	_____
<b>INDIVIDUAL RANKING</b>			_____

\* The firm submitting the lowest cost proposal will be allocated the maximum amount of points for this category. Others will be awarded points according to the following formula:

$$\text{Points Awarded} = \frac{(\text{Lowest Cost Proposal}) \times (\text{Maximum Points for Cost})}{(\text{Price of Cost Proposal})}$$

## APPENDIX B

### COST PROPOSAL

#### COST PROPOSAL TO CITY AND BOROUGH OF JUNEAU, OWNER

1. The undersigned Biosolids Dryer System Supplier (DSS) proposes and agrees, if this Cost Proposal is accepted, to enter into an Agreement with the OWNER in the form included as Attachment 1 Standard Contract in the Contract Documents to perform the WORK as specified or indicated in said Contract Documents entitled
2. Proposer accepts all of the terms and conditions of the Contract Documents, without limitation.
3. This Proposal will remain open for a minimum of 180 Days. Proposer will enter into an Agreement within the time and in the manner required in the Request for Proposals and will furnish the insurance certificates, and Performance Bond required by the Contract Documents.
4. Bidder has examined copies of all the Contract Documents including the following addenda (receipt of all of which is hereby acknowledged):

Number		Date	

Failure to acknowledge receipt of all addenda will cause the Bid to be non-responsive and shall cause its rejection.

5. Proposer has familiarized itself with the nature and extent of the Contract Documents, WORK, site, locality where the WORK is to be performed, the legal requirements (federal, state and local laws, ordinances, rules, and regulations), and the conditions affecting cost, progress or performance of the WORK and has made such independent investigations as Proposer deems necessary.
  - A. Proposer certifies their Biosolids Dryer System will meet the requirements set forth in this document and will provide the following testing protocol prior to acceptance by the Owner.
    - i. Functional / Operational Testing: The DSS representative shall inspect the installation and provide certification that all the system components have been installed correctly and are ready for operation. Performance testing shall not begin until the functional / operational testing has been successfully completed.

- ii. Performance Testing: shall be completed following startup. DSS shall conduct a performance test to determine the actual system operating conditions and verify that the unit meets minimum requirements specified herein. The Owner will provide the laboratory testing necessary upon notification by the DSS that the dryer system is meeting the requirements.
- iii. If after a minimum of two consecutive 8-hour test runs the Owner determines the system meets the minimum performance requirements specified herein, the Owner will recommend official acceptance of the dryer system. IF, in the opinion of the Owner, the performance test results do not meet the requirements specified herein, the DSS will be notified of non-acceptance.

B. In the case of non-acceptable performance, the DSS shall perform, at its sole expense, any supplemental testing; equipment adjustments, changes or additions; and a retest of the non-acceptable system as set forth in this section

- 6. This Proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Proposer has not directly or indirectly induced or solicited any other Proposer to submit a false or sham Proposal; Proposer has not solicited or induced any person, firm or corporation to refrain from proposing; and Proposer has not sought by collusion to obtain for itself any advantage over any other Proposer or over OWNER.
- 7. Payment Schedule – The CBJ will provide payment for the Biosolids Belt Dryer System Capital Cost to the General Contractor on the following Schedule:

10% Upon Notice to Proceed for General Construction Contract and Receipt of complete Submittal package

10% Upon Approval of Submittals and Receipt of ADEC Plan Review Approval of the Biosolids Belt Dryer System, Provided Notice to Proceed has been issued for General Construction Contract

30% Upon Successful Delivery of the Biosolids Belt Dryer System to Juneau project site

35% Upon Successful Complete Installation, Start-Up Testing, and Operator Training

15% Upon Successful Completion of Performance Testing and Final Acceptance of Biosolids

To all the foregoing, said Proposer agrees, said Proposer further agrees to complete the WORK required under the Request for Proposals Documents within the Contract Time stipulated in said Proposal Documents, and to accept in full payment therefor the Proposed Price provided below.

All representations made by Proposer in this Proposal are made under penalty of perjury.

Dated: \_\_\_\_\_ Proposer: \_\_\_\_\_

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

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Contractor's License No. \_\_\_\_\_

Phone: \_\_\_\_\_

**Capital Cost Price Proposal** - Furnish all services, labor and materials and perform all WORK as described in these Contract Documents for the Capital Costs of the Biosolids Dryer System.

**CAPITAL COST PROPOSAL PRICE** \$ \_\_\_\_\_

(PRICE IN FIGURES)

\$ \_\_\_\_\_

(PRICE IN WORDS)

**Annual Operations Costs Price Proposal** - Furnish all services, labor and materials and perform all WORK as described in these Contract Documents for the Annual Operations Costs of the Biosolids Dryer System.

**ANNUAL OPERATIONS COSTS**

**PROPOSAL PRICE** \$ \_\_\_\_\_

(PRICE IN FIGURES)

\$ \_\_\_\_\_

(PRICE IN WORDS)

## APPENDIX C

### INSURANCE REQUIREMENTS

The following insurance requirement would be required of the DSS should an agreement between the DSS and General Contractor for on-site services beyond that of a normal material supplier. These requirements will not be required of the DSS for execution of the professional services contract between the CBJ and the DSS.

The DSS 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 DSS must maintain Commercial General Liability Insurance in an amount it deems reasonably sufficient to cover any suit that may be brought against the DSS. 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 DSS must maintain Professional Liability Insurance in an amount not less than one million dollars (\$1,000,000.00) aggregate to protect the DSS from any claims or damages for any error, omission, or negligent act of the DSS, the DSS's firm and employees. This requirement applies to the DSS's firm, the DSS's subcontractors and assignees, and anyone directly or indirectly employed to perform work under this contract.

**Workers Compensation Insurance.** The DSS must maintain Workers Compensation Insurance to protect the DSS 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 DSS's firm, the DSS's subcontractors and assignees, and anyone directly or indirectly employed to perform work under this contract. The DSS must notify the City as well as the State Division of Workers Compensation immediately when changes in the DSS's business operation affect the DSS'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

### PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS: That we \_\_\_\_\_  
(Name of Dryer System Supplier)  
\_\_\_\_\_ a \_\_\_\_\_  
(Corporation, Partnership, Individual)

hereinafter called "Principal" and \_\_\_\_\_  
(Surety)  
of \_\_\_\_\_, State of \_\_\_\_\_ hereinafter called the "Surety," are held  
and firmly bound to the CITY AND BOROUGH OF JUNEAU, ALASKA hereinafter called  
"OWNER," (Owner) (City and State)  
for the penal sum of \_\_\_\_\_

\_\_\_\_\_ dollars (\$\_\_\_\_\_) in lawful money of the  
United States, for the payment of which sum well and truly to be made, we bind ourselves, our  
heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the CONTRACTOR has  
entered into a certain contract with the OWNER, the effective date of which is  
\_\_\_\_\_, a copy of which is hereto attached and made a part hereof for:

NOW, THEREFORE, if the Principal shall truly and faithfully perform its duties, all the  
undertakings, covenants, terms, conditions, and agreements of said contract during the original  
term thereof, and any extensions thereof, which may be granted by the OWNER, with or without  
notice to the Surety, and if it shall satisfy all claims and demands incurred under such contract,  
and shall fully indemnify and save harmless the OWNER from all costs and damages which it  
may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay  
and expense which the OWNER may incur in making good any default, then this obligation shall  
be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and  
agrees that no change, extension of time, alteration or addition to the terms of the contract or to  
the WORK to be performed thereunder or the specifications accompanying the same shall in  
any wise affect its obligation on this bond, and it does hereby waive notice of any such change,  
extension of time, alteration or addition to the terms of the contract or to the WORK or to the  
Specifications.

PROVIDED, FURTHER, that no final settlement between the OWNER and the Principal  
shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is issued in two (2) identical counterparts, each one of

which shall be deemed an original.

**BIOSOLIDS DRYER SYTEM SUPPLIER:**

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

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Street or P.O. Box)

\_\_\_\_\_  
(City, State, Zip Code)

**SURETY:**

By: \_\_\_\_\_  
(Signature of Attorney-in-Fact)

Date Issued: \_\_\_\_\_

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Street or P.O. Box)

\_\_\_\_\_  
(City, State, Zip Code)

**(Affix SURETY'S SEAL)**

**NOTE:** If **CONTRACTOR** is Partnership, all Partners must execute bond.

**APPENDIX E**



## **STATE OF ALASKA DEPARTMENT OF ENVIRONMENTAL CONSERVATION STATE CLEAN WATER LOAN PROGRAM**

### **American Iron and Steel Requirement of the Consolidated Appropriations Act of 2014 (Public Law 113-76)**

The CBJ is utilizing Alaska Department of Conservation (ADEC) State Clean Water Loan Program Funds as partial funding for this project. As a requirement, the project must follow the buy *American Iron & Steel (AIS) Requirement of the Consolidated Appropriations Act of 2014 (Public Law 113-76)*. Documentation of the requirements for the AIS are provided on the ADEC Municipal Loans website: <http://dec.alaska.gov/water/muniloan/forms.htm>

While biosolids drying system equipment is exempt from the AIS, this information is provided in the event that an agreement is formed between the DSS and General Contractor to supply products beyond biosolids drying equipment that would be regulated under the AIS.

The CBJ intends to use the STEP process referenced within the AIS documentation. The documents will be included in the bid documents / construction contract for the CBJ Biosolids Belt Dryer System.

## **APPENDIX F**

### **ALASKA LABOR STANDARDS, REPORTING AND PREVAILING WAGE RATE DETERMINATION**

The following Alaska Labor Standards, reporting and prevailing wage rate determination requirements would be required of the DSS should an agreement between the DSS and General Contractor for on-site services beyond that of a normal material supplier. These requirements will not be required of the DSS for execution of the professional services contract between the CBJ and the DSS.

#### **1. CERTIFIED PAYROLLS**

- A. All CONTRACTORS or Subcontractor who perform work on a public construction contract for the OWNER shall file a certified payroll with the Alaska Department of Labor before Friday of each week that covers the preceding week (Section 14-2-4 ACLA 1949; am Section 4 ch 142 SLA 1972).
- B. In lieu of submitting the State payroll form, the CONTRACTOR's standard payroll form may be submitted, provided it contains the information required by AS 36.05.040 and a statement that the CONTRACTOR is complying with AS 36.10.010.
- C. A contractor or subcontractor, who performs work on public construction in the State, as defined by AS 36.95.010(3), shall pay not less than the current prevailing rate of wages as issued by the Alaska Department of Labor before the end of the pay period. (AS 36.05.010).

#### **2. PREVAILING WAGE RATES**

- A. Wage rates for Laborers and Mechanics on Public Contracts, AS 36.05.070. The CONTRACTOR, or Subcontractors, shall pay all employees unconditionally and not less than once a week. Wages may not be less than those stated in Paragraph 16.8C, regardless of the contractual relationship between the CONTRACTOR or Subcontractors and laborers, mechanics, or field surveyors. The scale of wages to be paid shall be posted by the CONTRACTOR in a prominent, easily accessible place at the site of the WORK.
- B. Failure to Pay Agreed Wages, AS 36.05.080. If it is found that a laborer, mechanic, or field surveyor employed by the CONTRACTOR or Subcontractor has been, or is being, paid a rate or wages less than the established rate, the OWNER may, by written notice, terminate the CONTRACTOR or Subcontractors right to proceed with the work. The OWNER may prosecute the work to completion by contract or otherwise, and the CONTRACTOR and sureties will be held liable to the OWNER for excess costs for completing the WORK. (Section 2 ch 52 SLA 1959).

- C. Listing Contractor's Who Violate Contracts, AS 36.05.090. In addition, a list giving the names of persons who have disregarded the rights of their employees shall be distributed to all departments of State government and all political subdivisions. No person appearing on this list, and no firm, corporation, partnership or association in which the person has an interest, may work as a CONTRACTOR or Subcontractor on a public construction contract for the State, or a political subdivision of the state, until three years after the date of publication of the list. (Section 3 ch 52 SLA 1959; am Section 9 ch 142 SLA).
3. EMPLOYMENT REFERENCE. Workers employed in the execution of the contract by the CONTRACTOR or by any Subcontractor under this contract shall not be required or permitted to labor more than 8 hours a day or 40 hours per week in violation of the provisions of the Alaska Wage and Hour Act, Section 23.10.060.



ENGINEERING DEPARTMENT

## ATTACHMENT 1

### PROFESSIONAL SERVICES CONTRACT CBJ Biosolids Belt Dryer System Contract No. RFP E15-263

**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 Michele Elfers. 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 \_\_\_\_\_ [put P.E. or AIA if applicable].

**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.** Contractor has secured and agrees to keep and maintain in full force and effect, at its own expense, the insurance approved by CBJ Risk Management as outlined in Appendix C. All insurance required under this contract shall name the CBJ as an additional insured, except with respect to any required Professional Liability or Workers Compensation policies. At least 30 days prior to the cancellation, non-renewal or reduction in the amount of coverage, Contractor shall provide written notice to the CBJ's Risk Management. The Contractor's insurance shall be primary and any insurance maintained by the CBJ shall be non-contributory. If the Contractor maintains higher limits than shown below, the CBJ shall be entitled to coverage for the higher limits maintained by the Contractor. Failure of CBJ to demand such certificate or other evidence of full compliance with these insurance requirements or failure of CBJ to identify a deficiency from evidence that is provided shall not be construed as a waiver of the obligation of the Contractor to maintain the insurance required by 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.

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

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

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

---

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

**CITY AND BOROUGH OF JUNEAU**

---

Kimberly A. Kiefer                      Date  
City and Borough Manager

**Company name**

---

Name                      Date  
Rank [i.e. President]  
email

Approved as to content:

---

Greg Smith                      Date  
Contract Administrator

CIP Coding: 419900101 76012040 5690



**APPENDIX A: SCOPE OF SERVICES**  
**CBJ Biosolids Belt Dryer System**  
**Contract No. RFP E15-263**

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**  
**CBJ Biosolids Belt Dryer System**  
**Contract No. RFP E15-263**

***Amount of Payment***

**Lump Sum**

Consultant shall be compensated a lump sum amount of \$\_\_\_\_\_ for satisfactory performance of all [or specific services] services described in this contract.

**Time and Materials**

Consultant shall be compensated based on time and materials, a not-to-exceed amount of \$\_\_\_\_\_ for satisfactory performance of \_\_\_\_\_ services described in this contract.

Hourly rates shall remain the same for the life of this contract including all amendments, unless the Consultant requests a rate increase. Hourly rate increases may be negotiated on a yearly basis and shall not exceed the percentage increase of the Anchorage Consumer Price Index.

The total Contract amount shall be \$\_\_\_\_\_

***Method of Payment***

**Monthly** Payable within 30 days of receipt of an invoice approved by the project manager and progress report stating the amount of services completed.

***Consultant Invoice Requirements***

- Itemized invoices must be submitted that indicate the services performed.
- Invoices for this contract must be submitted separately from invoices for services performed under any other contract(s).
- Invoices must include the CBJ Contract Number and Purchase Order numbers.

***Compensation Based on Time and Materials***

If compensation is based on time and materials, the following shall apply:

Compensation shall be computed based on the hourly billing rates, approved by the CBJ Project Manager, times the actual number of hours spent in the performance of services. The hourly billing rate for each employee is the amount to be paid to the Consultant, and is full compensation for all salary, benefits, taxes, overhead and profit. There shall be no additional compensation for overtime, weekend, or holiday work.

Compensation for subconsultants shall be equal to the amounts actually paid to sub-consultants hereunder plus a negotiated mark-up percentage.

Compensation for expenses shall be an amount equal to reimbursable expenses approved in advance by the CBJ Project Manager, necessary and reasonably incurred and actually paid by the Consultant in the performance of the services hereunder. No markup allowance is allowed. Reimbursable expenses are expenses that are unique to the performance of the services under the Contract and generally contemplate the purchase of outside ancillary services, such as mailing and delivery charges for submittal of drawings, specifications and reports, long distance telephone calls, rentals of equipment, travel and local transportation, meals and lodging on overnight trips.

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

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

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

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

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

- ◆ Airline tickets should be purchased at the 14 day advanced purchase price. The CBJ will not pay for First Class travel. Any deviation shall be approved in writing in advance by the CBJ Project Manager.
- ◆ Per diem meal allowance shall be: \$60.00 (\$12.00 for breakfast, \$16.00 for lunch and \$32.00 for dinner).
- ◆ The Consultant shall stay at the hotel with a daily rate not to exceed \$150.00.
- ◆ Travel agent fees, tips, alcohol or bar tabs shall not be paid by the CBJ.
- ◆ Car rental, parking, and taxi fees shall be reasonable and not excessive. This reimbursement is for services in Juneau only. Parking fees, etc. outside of Juneau will not be reimbursed.

**APPENDIX C: INSURANCE REQUIREMENTS**  
**CBJ Biosolids Belt Dryer System**  
**Contract No. RFP E15-263**

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.



# Juneau Douglas Wastewater Treatment Plant

0 100'





# Mendenhall Wastewater Treatment Plant

