



## REQUEST FOR PROPOSALS

**(C3)RFP E17-269**

**Design, Construction Administration, and  
Inspection Services  
for**

**Juneau International Airport  
Float Pond Improvements**

Issued By: \_\_\_\_\_



Greg Smith, Contract Administrator

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

5/17/17

Design, Construction Administration and Inspection Services for  
Juneau International Airport  
Float Pond Improvements  
(C3)RFP E17-269

**SCOPE OF SERVICES:** The City and Borough of Juneau (CBJ) is requesting proposals from qualified consultants to provide design, construction administration and inspection services for Float Pond Improvements at the Juneau International Airport (JNU).

**PRE-PROPOSAL MEETING:** A non-mandatory pre-proposal meeting will be held in the Alaska Room located on the second floor of the JNU Airport terminal, 1873 Shell Simmons Drive, Juneau, AK, at **10:00 a.m., Alaska time on May 23, 2017.** A tour of the project area will be available for pre-registered respondents following the pre-proposal meeting. Persons interested in submitting proposals are encouraged to attend. Conference call capability will be available for the Pre-Proposal meeting. Proposers intending to participate in the site visit and/or the pre-proposal meeting via conference call shall notify the CBJ Engineering Contracts Division, at (907) 586-0490, or Contracts@juneau.org by 4:30 p.m., May 22, 2017.

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

**DEADLINE FOR PROPOSALS:** 5 copies of sealed proposals will be **received until 2:00 p.m., Alaska time on June 7, 2017,** or such later time as the Contract Administrator may announce by addendum to RFP holders at any time prior to the submittal date. Proposals must be time-stamped by 2:00 p.m. 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 service 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; fax number is (907) 586-4561.

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

<b>IMPORTANT NOTICE TO PROPOSER</b>				
To submit your proposal: <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><b>RFP NUMBER: RFP E17-269</b></td></tr><tr><td><b>SUBJECT: Design, Construction Administration and Inspection Services for Juneau International Airport Float Pond Improvements</b></td></tr><tr><td><b>DATE OF OPENING AT 2:00 P.M. ALASKA TIME</b></td></tr><tr><td>_____</td></tr></table>	<b>RFP NUMBER: RFP E17-269</b>	<b>SUBJECT: Design, Construction Administration and Inspection Services for Juneau International Airport Float Pond Improvements</b>	<b>DATE OF OPENING AT 2:00 P.M. ALASKA TIME</b>	_____
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_____				
<b>SEALED PROPOSAL</b>				

Disadvantaged Business Enterprises are encouraged to respond.

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EVALUATION/RANKING SHEETS (Written and Oral)

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

Consultant is defined as an individual, firm, or joint venture qualified and licensed to offer professional design services in the State of Alaska. For purposes of this RFP, Consultant includes all proposed members of the Consultant's team.

### **1.1 Purpose**

The purpose of this document is to solicit proposals from qualified consultants to provide professional services for engineering and related aviation services to provide design, construction administration, and inspection services for Float Pond Improvements. Professional services procurement will conform to the Federal Aviation Administration (FAA) Advisory Circular (AC) 150/1500-14E guidance.

In addition to a high level of expertise in planning, design and construction administration of aviation facilities, essential personal attributes of all consultants providing the requested services include excellent communication and collaboration skills.

The Consultant will work with the Owner's Representative, the Operations Committee of the Airport Board, airport stakeholders, and the aviation community.

### **1.2 General Background**

Juneau International Airport is a gateway to the Capital City and the State of Alaska. It links important economic, government, health care, education, and service industries throughout the region and state. The airfield includes one runway of 8,857 feet in length with a parallel taxiway, and a float pond with a 4,600 ft. long water lane for float-equipped aircraft operations.

The Airport is municipally owned and functions as an enterprise of the City & Borough of Juneau (CBJ). A seven-person Airport Board that is appointed by the CBJ Assembly governs the airport. Airport operations are managed by an Airport Manager in accordance with FAA certification requirements. Additional information about the Juneau Airport can be found at [www.juneau.org/airport](http://www.juneau.org/airport).

The design and construction of this capital improvement project will be accomplished under the direction of the Airport Manager who will assign an Owner's Representative and/or staff to manage the project and consulting contract that is expected to result from the RFP. This RFP solicitation is administered by the CBJ Engineering Contracts Division.

### **1.3 Project Background**

The water runway at Juneau International Airport is a heavily used float-plane base for operations in the Juneau area. Several small communities, lodges, and charter operations rely on service from float-planes operating during the summer months. Typical operations begin at when the ice is gone in late March or early April and last until ice forms on the pond in mid to late October.

The water level is controlled by an outlet structure that was installed more than 30 years ago. The structure was designed to allow water to enter the pond when the Mendenhall River levels rise to a certain level and allows water to exit the pond through an overflow which establishes the maximum theoretical water level. In recent years the functionality of the structure has deteriorated due to its age and water escapes from the pond except when water level in the river is higher than the inlet structure. Water escapes nearly constantly, which has led to extreme low water in the pond on occasion. In addition, there is no way to control the in-flow of water during extended high water events such as spring runoff and glacial outwash from the Mendenhall Glacier, which is located at the head of the Mendenhall River. For these reasons, it is desirable to install a valve that can be manually operated to control the level of the pond.

In addition, the combination of wave action, and frequent water level changes in the pond have created a critical need to place bank protection and raise the south float pond road (Pete Carlson Way).

The airport has submitted an application for Airport Improvement Program (AIP) grant to the FAA for design and construction of the project. This project will be subject to all applicable Federal regulations. The required environmental review for both the design and construction is complete, and the project has received categorical exclusion from further analysis under NEPA. Permits for the construction will be obtained as part of the project.

### **1.4 Scope of Services**

The Consultant shall work with the Owner and Owner's Representative to develop a design solution that meets the Airport's operational needs, AIP funding requirements, and Airport Board approval.

The Consultant shall provide all necessary professional services to prepare design and bid-ready construction drawings, specifications, and estimates of probable construction cost. Such services will include activities and tasks described in AC 150/5100-14E, section 1.4.2 and 1.5. The Owner may also utilize an Owner's Representative, staff, and/or additional consultants to provide portions of the services noted in the applicable AC. Assignment of specific project services to the Consultant will be discussed during contract fee negotiations. The Owner may elect to amend the initial contract to include contract administration and inspection services.

The Consultant team is expected to include, but is not limited to, the following professional disciplines: civil engineer, structural engineer, aviation planner. The scope of services anticipated in this contract includes working with the Owner and Owner's Representative to:

- Review existing information;
- Analyze specific construction options and the impacts on existing airfield facilities to develop a detailed Construction Safety and Phasing Plan;
- Prepare design and construction documents that describe all aspects of design that will be included in bid documents;
- Provide technical expertise for specialized systems, equipment, and construction cost estimates throughout the project;
- Communicate project issues to Owner, Owner's Representative, airport staff, project committee, and aviation community through narrative, graphic, and verbal mediums;
- Provide assistance to CBJ Engineering Contracts office during bidding period.
- Develop conformed documents (drawings and specifications) following the bid period;
- Provide construction administration and inspection services that may include participation in the pre-construction conference, submittal reviews, answering contractor questions, performing periodic inspections, and assisting the airport with execution of the construction contract;
- Provide project closeout services that may include preparing as-built drawings, preparing final project reports, and assisting the airport with settling disputes;
- Provide other professional project management assistance throughout the project, as may be requested by the airport.

The consultant shall design the Float Pond Improvements project to conform to FAA AC 150/5300-13A and additional applicable guidance from FAA, Alaska DOT, and CBJ. The consultant shall provide a design free from defects that could have been reasonably foreseeable at the time of the design.

The Consultant shall provide required information and drawings necessary to obtain all necessary permits, and may be requested to assist the Airport with other permit issues that may be applicable to this project.

All contract documents submitted by the Consultant shall conform to the designated contract format and procedures including applicable FAA standards. The format for submittals will be agreed upon during contract negotiations. The CBJ will use the traditional design-bid-build process for this project. Construction bid will be awarded to the lowest qualified bidder, using standard CBJ public bidding procedures.

## **1.5 Project Schedule**

A professional services contract for services described in this Request for Proposals is expected to be in place by July 15, 2017. The consultant will prepare a series of milestone submittals for schematic and final design including detailed cost estimates early in the design process. FAA funding for the project will be based on the consultant cost estimate submitted with schematic design no later than September 1, 2017. The consultant will complete bid-ready construction documents by November 15, 2017, to allow the project's bid period and contract award for construction to begin by January 2018. The consultant should assume that any construction requiring water levels that are

below operating level will occur during the winter months when the pond is normally closed. Complete closures of the water runway for construction during the normal operating season are not acceptable for this project.

### **1.6 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  
**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.

### **1.7 Standard Contract**

Standard contract clauses, typical design services, compensation policies, and insurance requirements are shown in Attachment 1 – Standard Contract with Federal Contract Provisions. This contract is attached for general information purposes only; actual contract scope of work and contract terms will be negotiated with the successful consultant. Federal contract requirements are attached to the standard contract. The Federal contract requirements are mandatory.

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

The Disadvantaged Business Enterprise goal for this project is 1.5%

For proposals to be considered, firms shall comply with the CBJ's DBE requirements outlined in Attachment 2 – DBE Goals and Requirements.

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

Discrimination on the basis of race, color, national origin, or sex in the performance of any contract that results from this RFP shall not be allowed by the Consultant or any Subconsultant.

## 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 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) and must include a brief statement that sets out the reasons for confidentiality in a separate letter submitted by the proposer with the proposal submission.** 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

Proposals should be organized in the manner specified below.

#### 3.1 Title Page

Show the RFP subject, the name of the firm, address, telephone numbers, contact person and date of submission. Clearly indicate if the proposal is offered as a joint venture or collaboration with other firms and describe each firm's role in the project.

#### 3.2 Letter of Transmittal (should not exceed 1 page)

Summarize your firm's understanding of the proposal requirements and capability to meet same. Give names of the person(s) who will be authorized to represent the firm, their title(s), e-mail and physical addresses, and telephone number(s). The transmittal letter must be signed by a representative who has authority to bind the firm.

Professional architectural and/or engineering registrations in the State of Alaska at the time of proposal submission are required (Alaska Statute 08.48.281). The letter of transmittal must include a statement indicating that all applicable corporate, professional, and occupational licenses and all other necessary licenses and certifications are currently held. Provide license and certification numbers of firm(s) and key personnel.

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

**Acknowledge receipt of each addendum in the transmittal letter.** Failure to acknowledge addenda may result in the proposal being considered non-responsive and subject to rejection.

#### 3.3 Scope of Services (should not exceed 3 pages)

This project will include planning, design and construction administration services. Describe how your team will provide the requested services noted below.

- a. Project Approach.** Describe your general approach to meeting the needs of this project, and identify the individual tasks that you recommend be completed for the efficient review of existing conditions, design, and construction of the major project elements. What do you see as challenges for this project and how will you address them?
- b. Collaboration.** Describe the team's approach to document coordination and collaboration with the Owner to reach project milestones. How will you work with team members and use the expertise of Airport staff? What role do you suggest for peer review and/or value engineering for this project?
- c. Balancing Project Needs.** Discuss how your team's approach will balance funding requirements, project phasing, impact to natural resources, and quality of the final product with the location and climate constraints of the Juneau area.

- d. Construction Administration Approach.** Discuss the team's approach to construction administration for this project. What services are essential for the consultant team to provide (and why)? What services can (or should) be provided by the Owner or Owner's Representative?

### **3.4 History and Experience (should not exceed 3 pages)**

- a. Past Projects.** Provide descriptions of at least two projects completed in recent years that are similar in building type and/or scope to the project described in this RFP. Provide individual contacts, e-mail addresses, and telephone numbers of references for each of the projects. Describe the full consultant team and roles of specific individuals who are also proposed in this RFP. Describe the design and procurement process that was used for each project, and summarize the project budget and schedule. Discuss cost and schedule modifications that were needed because of design issues that were discovered during construction.
- b. History of the Team.** Provide general background information for the prime consultant firm and proposed sub-consultants that demonstrates experience unique qualifications with airport projects constructed on active airfields, within streams, and with airfield electrical systems. Include information outlining the team's experience in the specific professional services requested.
- c. Firm Profile and Expertise.** Describe how this project fits into the prime consulting firm's overall organization and expertise. What is the philosophy of the firm, the types of projects historically completed, and the specialized expertise in aviation-related projects?

### **3.5 Team Organization & Qualifications (should not exceed 4 pages)**

- a. Proposed Individuals.** Specify the consultant team's Project Manager and furnish brief (no more than one page each) resumes for key persons of the team who will be charged with day to day responsibility for carrying out the project. Describe the specific role and involvement of each such person proposed. Resumes should provide an informative, yet succinct, description of projects similar to this project and emphasize recent work in airport facilities that are similar in scale and scope to this project.
- b. Unique Qualifications.** Describe the expertise of the individuals on the team regarding airfield design issues, FAA regulations, and requirements for FAA AIP grant funded projects. Demonstrate individuals' expertise in construction administration of projects constructed within secure areas of the airfield. In addition to project experience, indicate team members' participation in seminars, professional organizations, and/or formalized educational study that is related to this project.
- c. Experience as a Team.** Describe the prime consultant's experience with proposed subconsultants as an effective project team. Note past projects that specific members of the team have worked on together. Demonstrate expertise in collaborative problem solving, peer review, and document coordination/quality control.

### 3.6 **Project Execution** (should not exceed 2 pages)

**Project Goals:** The Project has the following goals:

- Develop a cost effective design to construct the project elements.
  - Develop a safe and efficient phasing plan to construct the project elements.
  - Provide effective stakeholder involvement during development of the project design and construction documents.
- a. Summary of Interest.** Summarize why your team is interested in undertaking this project, and illustrate the unique attributes that your team offers to help the Airport accomplish the project goals.
- b. Meeting Project Goals.** Describe how you will address the project goals and how you will keep the project stakeholders and consultant team organized and on track to meet project milestones and deadlines. How will you provide high quality documents that reflect the accepted design and minimize the need for changes during construction?
- c. Risk Reduction.** What is your experience with construction change orders and/or claims that resulted in additional expense to the Owner because of design error and/or omission? How were the Owner's interests represented? Was the Owner compensated either directly or indirectly for design errors/omissions? What measures were taken that reflect learning from the mistakes so as to minimize errors and omissions on future projects?

### 3.7 **DBE Participation Documentation** (these pages will not be counted)

Attach documentation showing DBE participation or Good Faith Effort.

## 4.0 **EVALUATION OF PROPOSALS**

### 4.1 **Criteria**

Written proposals will be evaluated and scored using the criteria listed on the WRITTEN EVALUATION/RANKING page (found at the end of this document) in order to ascertain which proposal best meets the needs of the project. The items to be considered during the evaluation of written proposals and the associated point values are described on the evaluation form.

Following evaluation of written proposals, the Selection Committee may short-list at least two firms and conduct oral interviews. Such interviews, if held, shall be done in accordance with the process discussed below. Oral interviews will be scored in accordance with criteria listed on the ORAL INTERVIEW EVALUTION/RANKING page (found at the end of this document).

## **4.2 Evaluation Process**

Evaluation of the written proposals and oral interviews (if held) will be performed by a three member Selection Committee. Written proposals will form the primary basis for selection of the consultant teams to be short-listed for Oral Interviews, but scores in the written proposals will not be considered in the Oral Interview evaluation.

If Oral Interviews are held, the short list of at least two finalists will be invited to attend oral interviews. The Selection Committee will decide whether to hold oral interviews for all short listed finalists either by teleconference or in person in Juneau. Finalists will be notified and informed of specific interview requirements and procedures at least five days prior to the oral interview. Consultant personnel for each oral interview will be limited to no more than the following three persons:

1. Proposed Consultant Team Leader (Project Manager)
2. Lead Design Engineer
3. Any other key member of the consultant team

Oral interviews, if conducted, will be separately scored and ranked, and will determine the final outcome of the consultant selection process.

## **5.0 SELECTION AND AWARD PROCESS**

### **5.1 Selection Based on Written Proposals**

Each member of the Selection Committee shall independently score all written proposals that are received by the established proposal deadline. Each member's scores, as they relate to the group of proposals, are then ranked. The proposal receiving the highest score is given a ranking value of "one", the second highest scored proposal receives a ranking of "two", and so on. The independent scores and rankings of each member are then forwarded to the Engineering Contracts Administrator. These rankings are then checked for accuracy and combined to form a composite ranking. If all members have selected the same firm as the number one ranked firm, the Selection Committee may declare the process complete, or it may proceed to the Oral Interview stage.

If a majority of members select the same proposal as the best or among the best, the committee members *may* convene to discuss individual rankings and scores. If this majority does not exist, or if each member has selected a different proposal as the best, then the meeting must take place.

The members shall use the meeting to discuss differences in individual scores and may, as a group, contact references and share information beyond that which appears in the written proposal. As a result, individual members may change their scores and rankings, but must cite their reasons for doing so. At the conclusion of the meeting the Contract Administrator shall re-compute a new combined ranking based upon changes, if any, to the individual rankings.

## **5.2 Selection Based on Oral Interviews**

Following review of the written proposals, the Selection Committee will then discuss their option of proceeding to Oral Interviews. Oral Interviews are at the discretion of the Selection Committee and the Engineering Contracts Administrator, and may be pursued for any reason, but are typically intended to:

- provide more detailed information about the written proposal, especially when the scores/rankings between proposals are close;
- allow the Selection Committee to get to know the expertise and nature of the Proposer's work better;
- provide both the Selection Committee and the Proposer the opportunity to communicate ideas verbally, rather than strictly in written form.

## **5.3 Proposal Acceptance**

Once the selection process (written proposal review and oral interviews, if held) is complete, the Proposer with the lowest numerical rank, based upon the evaluation criteria, will be declared the apparent successful Proposer. In the event of a tie in the ranking totals, the raw scores of the Proposers who are tied will be totaled to determine the successful Proposer. The successful Proposer will be invited to enter into contract negotiations with the CBJ. If negotiations are unsuccessful, discussions with the lowest ranked Proposer will be terminated and the second lowest ranked Proposer may be contacted for negotiations.

Selection of the successful Proposer is anticipated to be announced within 30 calendar days of the submission date, although all offers must be complete and irrevocable for 60 days following the submission date.

Award of contract, if made, will be to the responsible Proposer selected in accordance with the criteria described in Section 4 of this RFP, and whose final proposal and fee is accepted by the CBJ. The CBJ reserves the right to award the contract to the successful firm without further discussion.

## **6.0 INSURANCE REQUIREMENTS**

The insurance requirements for this project are specified in Appendix C of Attachment 1 – Standard Contract with Federal Contract Provisions.

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

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

Consultants must be in good standing with the CBJ prior to award, and prior to any contract renewals, and in any event no later than **seven business days** following notification by the CBJ of intent to award. **Good standing** means: all amounts owed to the CBJ are current and the Consultant is not delinquent with respect to any taxes, fees, assessment, or other monies due and owed the CBJ, or a Confession of Judgment has been executed and the Consultant is in compliance with the terms of any stipulation associated with the Confession of Judgment, including being current as to any installment payments due; and Consultant is current in all CBJ reporting obligations (such as sales tax registration and reporting and business personal property declarations). Failure to meet these requirements may be cause for rejection of your 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.

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

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

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

**WRITTEN EVALUATION/RANKING**

	<b>Possible Points</b>	<b>Score</b>
<b>Scope of Services (section 3.3)</b>		
a. Consultant demonstrates thorough understanding of the requested services, has identified applicable tasks with a logical approach, and has identified and addressed project challenges.	0-20	_____
b. Project approach illustrates collaboration with design team and Airport.	0-10	_____
c. The proposed approach balances the needs of the project.	0-10	_____
d. The proposed approach to construction administration is feasible and appropriate.	0-10	_____
<b>History and Experience (section 3.4)</b>		
a. Past projects illustrate success of similar projects within project schedule and budget.	0-20	_____
b. Team demonstrates expertise in airfield construction phasing on an active airfield, hydraulic design for flow control, and construction in water.	0-20	_____
c. This project is consistent with the firm's profile (specialty), philosophy, and historical expertise.	0-10	_____
<b>Team Organization &amp; Qualifications (section 3.5)</b>		
a. Consultant Team is well organized with appropriate levels and types of personnel to accomplish an efficient and effective project.	0-30	_____
b. Proposed personnel demonstrate unique expertise in FAA design guidelines and FAA funded project requirements.	0-30	_____
c. The team demonstrates expertise in working with one another, collaborative problem solving, peer review, document coordination, and quality control.	0-10	_____
<b>Project Execution (section 3.6)</b>		
a. Consultant Team understands the project goals and offers unique perspective and attributes to accomplish the goals.	0-10	_____
b. Project methodology is clear, efficient and expected to produce high quality documents.	0-05	_____
c. Experience in risk reduction is demonstrated and the approach to claims and design errors is reasonable and fair to all parties.	0-05	_____
<b>Proposal is well organized, professionally presented, and clear</b>	0-10	_____
	<b>TOTAL POINTS</b>	200 _____
	<b>RANKING</b>	_____

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

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

**ORAL INTERVIEW EVALUATION/RANKING**

	<b>Points Possible</b>	<b>Score</b>
<b>1. Scope of Services</b>		
a. Understanding of the Project Scope	0 - 20	_____
b. Methodology	0 - 40	_____
<b>2. Consultant's Performance</b>		
a. History and Experience	0 - 40	_____
b. Qualifications and Appropriateness of Personnel	0 - 60	_____
c. Presentation	0 - 40	_____
	Subtotal	_____
	<b>Total Points</b>	<b>200</b> _____
	<b>RANKING</b>	_____

**ATTACHMENT No. 1 – STANDARD CONTRACT**

**PROJECT SUMMARY AND SCOPE OF SERVICES FOR**

**DESIGN, CONSTRUCTION ADMINISTRATION, AND INSPECTION SERVICES FOR**  
**JUNEAU INTERNATIONAL AIRPORT**  
**FLOAT POND IMPROVEMENTS**

**CBJ Contract No. RFP E17-269**

**PROJECT LOCATION:**

**JUNEAU INTERNATIONAL AIRPORT (JNU)**  
**JUNEAU, ALASKA**

**AIRPORT SPONSOR:**

**JUNEAU INTERNATIONAL AIRPORT**  
**CITY AND BOROUGH OF JUNEAU**  
**PATRICIA WAHTO, AIRPORT MANAGER**



**PROFESSIONAL SERVICES CONTRACT**  
**Design, Construction Administration, and Inspection Services for**  
**Juneau International Airport**  
**Float Pond Improvements**  
**(C3)RFP E17-269**

**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 Juneau International Airport primary representative for this Contract shall be Ken Nichols, P.E. The City Manager shall be an alternate representative. The City shall not be liable for Consultant's expenses incurred in reliance on directions received from any other municipal officer or employee. The Consultant's representative shall be \_\_\_\_\_.

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

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

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

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

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

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

**12. CONFLICTS OF INTEREST.** Consultant agrees that no employee of the City who has exercised or will exercise any authority over the specifications, procurement, supervision or payment for this Contract, and no member of the employee's immediate family, has had or will have any direct or indirect financial interest in this Contract. If the Consultant learns of any such interest, the Consultant shall without delay inform the City Attorney or one of the officers specified in Paragraph 5.

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

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

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

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

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

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

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

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

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

**21. INSURANCE REQUIREMENTS.** Consultant 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. At least 30 days prior to the cancellation, non-renewal or reduction in the amount of coverage, Consultant shall provide written notice to the CBJ's Risk Management. The Consultant's insurance shall be primary and any insurance maintained by the CBJ shall be non-contributory. If the Consultant maintains higher limits than shown below, the CBJ shall be entitled to coverage for the higher limits maintained by the Consultant.

**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.

**26. FEDERAL CONTRACT PROVISIONS.** This contract is funded through a grant from the Federal Aviation Administration's Airport Improvement Program. All services and products of this contract must conform to federal contract provisions included in Appendix D.



**APPENDIX A: SCOPE OF SERVICES**  
**Design, Construction Administration, and Inspection Services for**  
**Juneau International Airport**  
**Float Pond Improvements**  
**(C3)RFP E17-269**

Final Scope of Services will be developed from the outline in the RFP.

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

**The completion date for this work is April 1, 2018.**

**This contract expires on June 30, 2018, unless an amendment changing this date is fully executed prior to June 30, 2018.**

STANDARD CONTRACT

**APPENDIX B: COMPENSATION**  
**Design, Construction Administration, and Inspection Services for**  
**Juneau International Airport**  
**Float Pond Improvements**  
**(C3)RFP E17-269**

***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**  
**Design, Construction Administration, and Inspection Services for**  
**Juneau International Airport**  
**Float Pond Improvements**  
**(C3)RFP E17-269**

The Consultant must provide certification of proper insurance coverage and amendatory endorsements or copies of the applicable policy language affecting coverage required in this agreement to the City and Borough of Juneau. Failure of the City to demand such certificate or other evidence of full compliance with these insurance requirements or failure of the City to identify a deficiency from evidence that is provided shall not be construed as a waiver of the obligation of the Consultant to maintain the insurance required by this contract.

Contractor agrees to maintain insurance as follows at all times while the contract is in effect, including during any periods of renewal.

**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.

**This insurance policy is to contain, or be endorsed to contain, additional insured status for the CBJ, its officers, officials, employees, and volunteers.** If Additional insured status is provided in the form of an endorsement to the Contractor's insurance, the endorsement shall be at least as broad as ISO Form CG 20 10 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used).

**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. **If the Consultant is exempt from Alaska Statutory Requirements, the Consultant will provide written confirmation of this status in order for the City to waive this requirement. The policy shall be endorsed to waive subrogation rights against the City.**

**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.

## **ATTACHMENT No. 1 – Part 2**

### **STANDARD FEDERAL CONTRACT PROVISIONS** **Design, Construction Administration, and Inspection Services for** **Juneau International Airport Float Pond Improvements** **Contract No. RFP E17-269**

#### **GENERAL REQUIREMENT FOR CONTRACTS.**

1. The contractor (aka consultant or service provider) and all subcontractors shall insert required contract provisions in each contract and subcontract, and further require that the clauses be included in all subcontracts;
2. The contractor (or subcontractor) shall incorporate applicable requirements of the contract provisions herein by reference for work done under any purchase orders, rental agreements and other agreements for supplies or services; and
3. The prime contractor is responsible for compliance with these contract provisions by any subcontractor, lower-tier subcontractor or service provider.

Subject to the applicability criteria noted in the specific contract provisions, these contract provisions apply to all work performed on the contract.

#### **ACCESS TO RECORDS AND REPORTS.** (Reference: 2 CFR § 200.326, 2 CFR § 200.333)

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Sponsor, the Federal Aviation Administration, and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers, and records of the contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

#### **BREACH OF CONTRACT TERMS.** (Reference 2 CFR § 200 Appendix II(A))

Any violation or breach of terms of this contract on the part of the contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

#### **BUY AMERICAN PREFERENCE.** (Reference: 49 USC § 50101)

The Buy-American preference requirements established within 49 USC § 50101 require that all steel and manufactured goods used on AIP projects must be produced in the United States. The Consultant shall include in the construction documents specifications for all materials, goods, and equipment to meet the Buy-American preference requirements.

#### **CIVIL RIGHTS - GENERAL.** (Reference: 49 USC § 47123)

The contractor agrees that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

This provision also obligates the tenant/concessionaire/lessee or its transferee for the period during which Federal assistance is extended to the airport through the Airport Improvement Program, except where Federal assistance

## ATTACHMENT No. 1 – Part 2

is to provide, or is in the form of personal property; real property or interest therein; structures or improvements thereon. In these cases the provision obligates the party or any transferee for the longer of the following periods:

- a. the period during which the property is used by the airport sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or
- b. the period during which the airport sponsor or any transferee retains ownership or possession of the property.

**CIVIL RIGHTS – TITLE VI ASSURANCES. Title VI Clauses for Compliance with Nondiscrimination Requirements** (Source: Appendix A of Appendix 4 of FAA Order 1400.11, Nondiscrimination in Federally-Assisted Programs at the Federal Aviation Administration)

**Compliance with Nondiscrimination Requirements.** During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

- 1. Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the **Title VI List of Pertinent Nondiscrimination Statutes and Authorities**, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- 2. Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
- 3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor’s obligations under this contract and the Acts and Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
- 4. Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
- 5. Sanctions for Noncompliance:** In the event of a contractor’s noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
  - a. Withholding payments to the contractor under the contract until the contractor complies; and/or
  - b. Cancelling, terminating, or suspending a contract, in whole or in part.
- 6. Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

## ATTACHMENT No. 1 – Part 2

### **CLEAN AIR AND WATER POLLUTION CONTROL.** (Reference: 2 CFR § 200 Appendix II(G))

Contractors and subcontractors agree:

1. That any facility to be used in the performance of the contract or subcontract or to benefit from the contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities;
2. To comply with all the requirements of Section 114 of the Clean Air Act, as amended, 42 U.S.C. 1857 et seq. and Section 308 of the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 and Section 308 of the Acts, respectively, and all other regulations and guidelines issued thereunder;
3. That, as a condition for the award of this contract, the contractor or subcontractor will notify the awarding official of the receipt of any communication from the EPA indicating that a facility to be used for the performance of or benefit from the contract is under consideration to be listed on the EPA List of Violating Facilities;
4. To include or cause to be included in any construction contract or subcontract which exceeds \$100,000 the aforementioned criteria and requirements.

### **CONTRACT WORKHOURS & SAFETY STANDARDS ACT REQUIREMENTS.** (Reference: 2 CFR § 200 Appendix II E)

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

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

**2. Withholding for Unpaid Wages and Liquidated Damages.** The Federal Aviation Administration or the Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 above.

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

### **DEBARMENT AND SUSPENSION (NON-PROCUREMENT).** (Reference: 2 CFR part 180 (Subpart C), 2 CFR part 1200, DOT Order 4200.5 DOT Suspension & Debarment Procedures & Ineligibility)

## ATTACHMENT No. 1 – Part 2

### CERTIFICATE REGARDING DEBARMENT AND SUSPENSION (BIDDER OR OFFEROR)

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that at the time the bidder or offeror submits its proposal that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

### CERTIFICATION REGARDING DEBARMENT AND SUSPENSION (SUCCESSFUL BIDDER REGARDING LOWER TIER PARTICIPANTS)

The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a “covered transaction” must verify each lower tier participant of a “covered transaction” under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: <http://www.sam.gov>
2. Collecting a certification statement similar to the Certificate Regarding Debarment and Suspension (Bidder or Offeror), above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract

If the FAA later determines that a lower tier participant failed to tell a higher tier that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedy, including suspension and debarment.

### DISADVANTAGED BUSINESS ENTERPRISES. (Reference: 49 CFR part 26)

**Contract Assurance (§ 26.13).** The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

**Prompt Payment (§26.29).** The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contractor receives from the City & Borough of Juneau. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Project Manager. This clause applies to both DBE and non-DBE subcontractors.

The DBE Goals for this project are established in Section 1.8 of the Request for Proposals.

Reports of DBE Contractor utilization shall be made in accordance with applicable federal and state requirements and the following report form:

**ATTACHMENT No. 1 – Part 2**

**FAA REPORT OF CERTIFIED DBE CONTRACTORS USED ON FAA-ASSISTED CONTRACTS**

Airport: Juneau International Airport, Juneau, Alaska

Project Period (Dates): \_\_\_\_\_

Preparer's Name: \_\_\_\_\_

Telephone No: \_\_\_\_\_

Date Prepared: \_\_\_\_\_

<b>DBE Firm:</b>	_____
<b>Address:</b>	_____
<b>City/State/Zip:</b>	_____
<b>Telephone No.:</b>	_____
<b>Type of Work and NAICS:</b>	_____
<b>Dollar Amount of Work:</b>	_____
<b>AIP Grant #s:</b>	_____

Disadvantaged Group (check one):

Black American <input type="checkbox"/>	Hispanic American <input type="checkbox"/>	Native American <input type="checkbox"/>	Subcontinent Asian American <input type="checkbox"/>
Asian Pacific American <input type="checkbox"/>	Non-minority Women <input type="checkbox"/>	Other (not of any group listed here) <input type="checkbox"/>	

*(Complete for each DBE Firm; add additional pages as necessary)*

## ATTACHMENT No. 1 – Part 2

### FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE) (Reference: 29 USC § 201, et seq.)

This contract (and subcontracts) incorporates the following provisions by reference, with the same force and effect as if given in full text. The contractor has full responsibility to monitor compliance to the referenced statute or regulation. The contractor must address any claims or disputes that pertain to a referenced requirement directly with the Federal Agency with enforcement responsibilities.

Requirement	Federal Agency with Enforcement Responsibilities
Federal Fair Labor Standards Act (29 USC 201)	U.S. Department of Labor – Wage and Hour Division

### LOBBYING AND INFLUENCING FEDERAL EMPLOYEES. (Reference: 49 CFR part 20, Appendix A)

The bidder or offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the bidder or offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

### OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970 (Reference 20 CFR part 1910)

All contracts and subcontracts that result from this solicitation incorporate the following provisions by reference, with the same force and effect as if given in full text. The contractor has full responsibility to monitor compliance to the referenced statute or regulation. The contractor must address any claims or disputes that pertain to a referenced requirement directly with the Federal Agency with enforcement responsibilities.

Requirement	Federal Agency with Enforcement Responsibilities
Occupational Safety and Health Act of 1970 (20 CFR Part 1910)	U.S. Department of Labor – Occupational Safety and Health Administration

### RIGHTS TO INVENTIONS. (Reference 2 CFR § 200 Appendix II(F))

All rights to inventions and materials generated under this contract are subject to requirements and regulations issued by the FAA and the Sponsor of the Federal grant under which this contract is executed.

### TERMINATION OF CONTRACT. (Reference 2 CFR § 200 Appendix II(B))

1. The Sponsor may, by written notice, terminate this contract in whole or in part at any time, either for the Sponsor's convenience or because of failure to fulfill the contract obligations. Upon receipt of such notice services must be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in progress, delivered to the Sponsor.

## **ATTACHMENT No. 1 – Part 2**

2. If the termination is for the convenience of the Sponsor, an equitable adjustment in the contract price will be made, but no amount will be allowed for anticipated profit on unperformed services.
3. If the termination is due to failure to fulfill the contractor's obligations, the Sponsor may take over the work and prosecute the same to completion by contract or otherwise. In such case, the contractor is liable to the Sponsor for any additional cost occasioned to the Sponsor thereby.
4. If, after notice of termination for failure to fulfill contract obligations, it is determined that the contractor had not so failed, the termination will be deemed to have been effected for the convenience of the Sponsor. In such event, adjustment in the contract price will be made as provided in paragraph 2 of this clause.
5. The rights and remedies of the sponsor provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

### **TRADE RESTRICTION CLAUSE (Reference: 49 CFR part 30)**

The contractor or subcontractor, by submission of an offer and/or execution of a contract, certifies that it:

- a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
- b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
- c. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49CFR 30.17, no contract shall be awarded to a contractor or subcontractor who is unable to certify to the above. If the contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract at no cost to the Government.

Further, the contractor agrees that it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

The contractor shall provide immediate written notice to the sponsor if the contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide written notice to the contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract or subcontract for default at no cost to the Government.

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

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

**DBE GOALS AND REQUIREMENTS**

**ATTACHMENT No. 2**

**DBE GOALS AND REQUIREMENTS**

**DBE FORMS**

**(C3) RFP E17-269**

**Design, Construction Administration, and Inspection  
Services for  
Juneau International Airport  
Float Pond Improvements**

## **DBE GOALS AND REQUIREMENTS**

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

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

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

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

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

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

The CONSULTANT agrees to comply with AS 36.90.210.

**General Requirements.** For your Proposal to be considered or your Contract approved, all Proposers, must:

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

**Summary of Goals.** At least 1.5% of the value of this contract must go to Disadvantaged Business Enterprises.

## DBE GOALS AND REQUIREMENTS

For assistance with DBE requirements, contact the Contract Administrator, Greg Smith (907)586-0873 located in the Engineering Department EMAIL: [Greg.Smith@juneau.org](mailto:Greg.Smith@juneau.org)

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

The proposed DBE must be certified by the State of Alaska DOT&PF at the time proposals are due.

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

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

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

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

## DBE GOALS AND REQUIREMENTS

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

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

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

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

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

## DBE GOALS AND REQUIREMENTS

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

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

Commercially Useful Function. The DBE must perform a commercially useful function. This means the DBE is responsible for execution of a distinct element of the work of a contract and carrying out its responsibilities by actually performing, managing, and supervising the work involved. The DBE may not, without prior approval: subcontract out portions of its work, act as an employee of another CONSULTANT on the project, or allow another CONSULTANT to coordinate its paperwork, employees, supplies, equipment, etc. Both the DBE and the CONSULTANT involved may be liable, if the DBE is not used as an independent CONSULTANT, or their role results in artificially inflated goal attainment.

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

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

(1) **Consider All Subcontractable Work.** The Consultant shall seek DBE participation for subcontractable work

(2) **Initial DBE Notification.** All DBEs listed in the Department's current DBE Directory that have a "Yes" under Required GFE Contact and "Yes" under the specific Work Area (Region) must be contacted at least seven calendar days prior to proposal due date. Each contact with a DBE firm will be logged on a Contact Report.

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

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

- (a) By fax with a confirmation receipt of successful transmission to the DBEs fax number listed in the DBE Directory. A fax transmission without receipt of successful transmission is unsatisfactory.
- (b) By email with confirmation of successful receipt by DBEs email address listed in the DBE Directory. Email without confirmation of successful receipt is unsatisfactory.

## **DBE GOALS AND REQUIREMENTS**

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

All evidence in support of a non-competitive rate determination must be provided at the time of the Good Faith Effort submittal. When a DBE rate is rejected as being non-competitive, the work must be performed by the non-DBE subconsultant whose rate was used to provide the basis of the determination. Payments received by the non-DBE subconsultant during the execution of the Contract shall be consistent with the accepted rate quoted. This does not preclude increases due to change documents issued by the Owner.

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

- (a) Information about insurance required by the Consultant.
  - (b) Information about securing equipment, supplies, materials, or related assistance or services.
  - (c) Adequate information about the requirements of the contract regarding the specific item of work or service sought from the DBE.
- (5) Follow-up DBE Notifications.** Contact the DBEs to determine if they will be participating. Failure to submit notification by the deadline is evidence of the DBE's lack of interest. Documentation of follow-up contacts shall be logged on the Contact Report.
- (6) Good Faith Effort Evaluation.** Subsections (1) through (5) must be completed for a Good Faith Effort based submission to be considered. Failure to perform and document actions contained in subsections (1) through (5) constitutes insufficient Good Faith Effort. After submitting a Good Faith Effort, proposers may only clarify efforts taken before opening. No new efforts or additional DBE participation is permitted after submission.

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

## **DBE GOALS AND REQUIREMENTS**

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

The process for an Administrative Reconsideration is as follows:

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

**DBE GOALS AND REQUIREMENTS**



ENGINEERING DEPARTMENT

**BIDDER'S REGISTRATION FORM**

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

Mailing address: Email: Greg.Smith@juneau.org  
City and Borough of Juneau  
Engineering Department, Greg Smith, Contract Administrator  
155 South Seward Street  
Juneau, Alaska 99801

If you have any questions, please call (907) 586-0873. Fax (907) 586-4530. A listing of all proposers is available upon request.

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

Check all the apply:

Is this firm a prime CONSULTANT? Y \_\_\_\_\_ N \_\_\_\_\_  
Is this firm a Subconsultant? Y \_\_\_\_\_ N \_\_\_\_\_ Identify specialty: \_\_\_\_\_  
Is this firm a service provider? Y \_\_\_\_\_ N \_\_\_\_\_ Identify service: \_\_\_\_\_  
Is this firm a material supplier? Y \_\_\_\_\_ N \_\_\_\_\_ Identify: \_\_\_\_\_  
Is this firm a manufacturer? Y \_\_\_\_\_ N \_\_\_\_\_ Identify: \_\_\_\_\_  
Is this firm a certified DBE? Y \_\_\_\_\_ N \_\_\_\_\_ If so, by Whom?  
\_\_\_\_\_ State of Alaska  
\_\_\_\_\_ Other \_\_\_\_\_  
Name of Organization

Firm's gross annual receipts:

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





ENGINEERING DEPARTMENT

## CONTACT REPORT

Federal-Aid Contracts

Project Name: Design, Construction Administration, and Inspection Services for Juneau International Airport Float Pond Improvements Project No: (C3) RFP E17-269

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

**DBE Firm Contacted:**

_____	_____	_____
<b>Name</b>	<b>Address</b>	<b>Phone Number</b>

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

1. Date: \_\_\_\_\_ Method: Phone  Mail  FAX  Other
2. Name and Title of Person Contacted: \_\_\_\_\_
3. DBE's Response: Date: \_\_\_\_\_ Method: Phone  Mail  FAX  Other 
  - Submitted an acceptable sub-bid (if sub-bid is accepted *skip to Section D*).
  - Not interested: \_\_\_\_\_  
Indicate Reason(s) \_\_\_\_\_
  - Needs more information: Date Prime provided requested information: \_\_\_\_\_
  - Will provide quote by: Date: \_\_\_\_\_
  - Received unacceptable sub-bid (*complete Section C*)

**B. FOLLOW-UP CONTACT**

1. Date: \_\_\_\_\_ Method: Phone  Mail  FAX  Other
2. Name and Title of Person Contacted: \_\_\_\_\_
3. DBE's Response: Date: \_\_\_\_\_ Method: Phone  Mail  FAX  Other 
  - Submitted an acceptable sub-bid (if sub-bid is accepted *skip to Section D*).
  - Received unacceptable sub-bid (*complete Section C*)
  - Other result: \_\_\_\_\_

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

1. Were the following required efforts made:
  - a.  Yes  No Identified specific items of work, products, materials etc. when asking for quote(s)
  - b.  Yes  No Offered assistance in acquiring necessary bonding & insurance.
  - c.  Yes  No Provide all appropriate information concerning the specific work items or materials.
2. Was the DBE's quote non-competitive (i.e., more than 10% higher than the accepted quote)?  
 Yes  No
3. Was the DBE unable to perform in some capacity?  Yes  No Explain: \_\_\_\_\_

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

_____	_____	_____
Signature of Company Representative	Title	Date

_____	_____
Name and Title of Reviewer	Date

## INSTRUCTIONS

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

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

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

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

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

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

### B. FOLLOW UP CONTACT

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

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

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

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

### D. CERTIFICATION

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

**DBE GOALS AND REQUIREMENTS**



ENGINEERING DEPARTMENT

**SUMMARY OF GOOD FAITH EFFORT DOCUMENTATION**

Federal-Aid Contracts

Project Name: Design, Construction Administration, and Inspection Services for Juneau International Airport Float Pond Improvements

Project No: (C3) RFP E17-269

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

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

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

LIST ADDITIONAL ITEMS ON REVERSE SIDE

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

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

**DBE GOALS AND REQUIREMENTS**

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

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

\_\_\_\_\_

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