



REQUEST FOR PROPOSALS

(C3) RFP E18-214

PLANNING and DESIGN SERVICES for CAPITAL TRANSIT- VALLEY TRANSIT CENTER

Issued by:

for 
Greg Smith, Contract Administrator

Date:

5/11/13

Planning and Design Services for
Capital Transit- Valley Transit Center
(C3) RFP E18-214

SCOPE OF SERVICES: The City and Borough of Juneau (CBJ) is requesting proposals from qualified consultants to provide planning and design services for the CBJ Capital Transit- Valley Transit Center project.

PRE-PROPOSAL MEETING: A non-mandatory pre-proposal meeting will be held in the 3rd floor Engineering Department conference room, 230 South Franklin Street, Marine View Center, at **10:00 a.m., Alaska time on May 21, 2018.** Persons interested in submitting proposals are encouraged to attend. A conference call has been set up for the Pre-Proposal meeting. Proposers intending to participate via teleconference shall notify Janet Sanbei in the CBJ Engineering Contracts Division, at 907-586-0480, or email contracts@juneau.org by 4:30 p.m., on May 20, 2018.

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: 7 copies of the proposal, including an electronic copy of the Proposal on a CD-ROM or Thumb Drive in PDF format in a ***sealed envelope***, proposal, in a ***sealed envelope***, must be received by the Purchasing Division prior to 2:00 p.m. Alaska Time on June 1, 2018, or such later time as the Contract Administrator may announce by addendum to planholders at any time prior to the submittal date. Proposals will be time-stamped by the Purchasing Division, which will establish the official time of receipt of proposals. Late proposals will not be accepted and will be returned unopened. Faxed or emailed proposals will not be accepted.

Note: Mailing/delivery times to Alaska may take longer than other areas of the U.S.

Proposal documents delivered in person or by courier services must be delivered to:

PHYSICAL LOCATION:

City and Borough of Juneau, Purchasing Division
105 Municipal Way, Room 300
Juneau, AK 99801

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

MAILING ADDRESS:

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

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

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

IMPORTANT NOTICE TO PROPOSER
<p>To submit your proposal:</p> <ol style="list-style-type: none">1. Print your company name and address on the upper left corner of your envelope.2. Complete this label and place it on the lower left corner of your envelope
<div><p>RFP NUMBER: <u>RFP E18-214</u></p><p>SUBJECT: <u>PLANNING and DESIGN: CAPITAL</u> <u>TRANSIT VALLEY TRANSIT CENTER</u></p><p>DATE OF OPENING AT 2:00 P.M. ALASKA TIME</p><hr/></div>
SEALED PROPOSAL

Disadvantaged Business Enterprises are encouraged to respond.

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1.0 GENERAL INFORMATION

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

1.1 Purpose

The purpose of this document is to solicit proposals from qualified consultants to provide design services for the Capital Transit- Valley Transit Center project.

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

1.2 Scope of Services

The City and Borough of Juneau (CBJ) is requesting proposals from qualified consultants to provide planning and design services for the CBJ Capital Transit- Valley Transit Center project.

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

The primary purpose of this document is to solicit proposals from qualified consultant teams to provide professional services for planning and design services for a new Valley Transit Center. The project will include bus staging, loading, parking, a bus driver breakroom, a bus driver restroom, and covered waiting areas.

It is anticipated the design team will include a traffic engineer, civil engineer, landscape architect, mechanical engineer, electrical engineer and an architect.

SITE DESCRIPTION

The consultant will assist in determining the final location for the Capital Transit- Valley Transit Center. The consultant shall also assist in determining the total area required for acquisition. The consultant shall assist with obtaining a categorical exclusion for the selected property. A lot subdivision may be required in order for CBJ to take partial ownership of a parcel. The estimated area for the Valley Transit Center is one acre.

The CBJ may elect to amend the scope of services to include contract administration and inspection services.

General Design Requirements

The general design requirements will be phased, but may include the following:

- A. The Consultant shall conduct at least two (2) design workshops in coordination with the CBJ Engineering Department Project Manager. The initial workshop will be to scope the project, with the second meeting at approximately 90-percent design completion. The Consultant shall coordinate with the affected CBJ User Department's Division supervisor(s) to ensure the design is responsive to the City's needs.

- B. The Consultant shall work with the CBJ Project Manager to develop conceptual and final project designs which respond to the estimated construction budget. The Consultant shall prepare and submit to the CBJ Project Manager a preliminary construction cost estimate after the scoping meeting. The CBJ Project Manager shall be kept informed of design modifications to the original scope which result in cost increases to the original construction estimate. An upgrade of the construction estimate shall be submitted at each design review meeting.
- C. The Consultant shall ensure that the design remains in conformity with the estimated construction budget. If the design's cost estimate or the construction low bid amount is greater than 10% higher than the available construction budget, the Consultant shall redesign the project to conform to the estimated construction budget at no additional charge to the City.
- D. The Consultant shall submit to the CBJ Project Manager with the 90% design submittal an estimated construction schedule identifying: the lead times for major procurement items; (including but not limited to, special orders, long lead time items, American Iron and Steel(AIS) or Buy American (when applicable), etc.); estimated time duration of primary construction segments; and any mandated shutdowns (i.e., inclement weather, anadromous fish closures, etc.).
- E. The Consultant shall attend all required public meetings and shall be available to present the design and project schedule to the Assembly, or their subcommittee, if directed by the CBJ Engineering Department.
- F. The Consultant shall contact the local residents affected by the project in order to keep them informed of the project and to address their concerns. The Consultant shall attend at least one public meeting to discuss the project with local residents.
- G. The Consultant shall research all as-built records, property surveys, and government or private sources necessary to define right-of-way limits, required or existing easement conditions and/or requirements, and existing public and private utility locations. The Consultant's design engineer shall field-verify as-built information used in design.
- H. The Consultant shall conduct all necessary field surveys for design, including a comprehensive as-built survey with elevations and field-located public and private utilities giving particular attention to potential conflicts with all utilities, and to surface and subsurface drainage from adjacent properties. The surveys shall extend up the intersecting streets a sufficient distance to provide a complete assessment of design needs at the intersection and to allow for future utility expansion as applicable. The Consultant shall establish the design control lines at the project site during the design phase. The horizontal and vertical data for the control lines shall be shown on the contract drawings and shall set a minimum of two (2) fixed control points, within sight of each other, for each control line.
- I. The Consultant shall assist the CBJ Engineering Department in acquiring all required federal, state, local and/or private permits and/or easements for construction and maintenance which result from the Consultant's design. The Consultant shall notify the CBJ Engineering Department early in the design process of any potential

easements or permits. The Consultant shall obtain the CBJ Project Manager's approval before finalizing any design requiring easements or permits. The Consultant shall assist the CBJ Project Manager in preparing any legal documents or permit applications by providing boundary descriptions and drawings, as required.

- J. If the project design includes the demolition, construction or renovation of a building, or other improvements that require a CBJ Building Permit, the Consultant shall be responsible for providing all required information and drawings necessary to obtain the Building Permit. The Consultant shall assist the CBJ Project Manager in providing all requested information to the CBJ Permit Center in order to determine code, zoning, and permitting compliance. Permit fees will be paid by the CBJ.
- K. The Consultant shall provide consulting services through the bid and award phase to answer questions referred by the Contract Administrator. The Consultant shall attend the Pre-Bid Conference, keeping appropriate notes thereof, and, in cooperation with the CBJ Engineering Department, immediately prepare any addenda resulting therefrom for issuance by the City. The Consultant shall attend the Pre-construction Conference to assist the CBJ Project Manager and provide design clarification as requested by the CBJ Project Manager during construction.
- L. The Consultant shall provide design clarification as requested by the CBJ Project Manager during construction. Design Clarification and Verification Requests (DCVR) shall be addressed in a timely manner and at no additional cost to the City. The CBJ Project Manager may authorize additional compensation for DCVR's but not in the instance of a design errors and omissions.
- M. Bid-ready drawings and technical specifications shall be submitted as described below.

Bid-Ready Construction Document Submittal

All contract documents submitted by the Consultant shall conform to current CBJ Engineering Department construction contract format and procedures. For Architectural design, the CBJ Engineering Department uses MasterSpec and utilizes the following 3-Part Section format: Part 1 – General; Part 2 – Products; Part 3 – Execution. For Engineering design, the CBJ Engineering Department uses the Construction Specifications Institute (CSI) SectionFormat and PageFormat as designed by "SpecText". In accordance with the SpecText format, the CBJ utilizes the following 3 – Part Section format: Part 1 – General; Part 2 – Products; Part 3 – Execution. Within Parts, the headings and paragraph sub-levels are designed as follows: 1) Part Number.Ascending Number; 2) Capitalized Letter (ascending); 3) Number (ascending); 4) Non-capitalized letter (ascending).

- The CBJ will prepare Division 0 – Bidding and Contract Requirements and Division 1 – General Requirements portions of the contract specifications, excluding the following sections that the Consultant shall provide if applicable to the project:

- Section 00005 – Table of Contents (include Drawing index)
- Section 00310 – Bid Schedule
- Section 00852 – Permits
- Section 00853 – Standard Details

Special Provisions – if the Standard Specifications for Civil Engineering Projects and Subdivision Improvements December, 2003 Edition with current errata sheets (Standard Specifications) document is referenced.

These “boilerplate” specifications of Division 0 sections are available electronically for Consultants to modify. It is strongly encouraged that the Consultant contact the CBJ Engineering Contracts office to obtain current versions of these specification sections. Additionally, the Consultant shall promptly notify the CBJ Project Manager of any required changes to other Division 0 sections that are specific to the project, including but not limited to, Section 00800 – Supplemental General Conditions.

The Consultant will review the Standard Specifications and prepare a Special Provisions section modifying it as needed for the project.

In addition to preparing the Special Provisions, the Consultant is responsible for preparation and timely submission of all Technical Specifications required for the project. Industry specifications or references that are mentioned in the specifications provided by the Consultant shall, upon request, be made available for review by the CBJ Project Manager.

- Bid-ready construction documents shall be submitted in the following hard copy and electronic formats. Electronic files shall be submitted on a CD and clearly labeled as to its contents.
 - ◆ One set of 8 ½”X11” print-ready (hard copy) technical specifications
 - ◆ One set of 11”X17” print-ready (hard copy) signed, stamped drawings
 - ◆ Electronic copy of technical specifications in Word and PDF format
 - ◆ Electronic copy of all stamped, signed drawings, individually saved as PDF-formatted files formatted to print on 11”X17” paper.
- Within ten calendar days following the date of the bid opening, the Consultant shall submit the following electronic and hard copy drawings and specifications, conformed to integrate all addenda items in the following format. Electronic files shall be submitted on a CD and clearly labeled as to its contents.
 - ◆ Electronic copy of technical specifications in PDF format
 - ◆ Electronic copy of all stamped, signed drawings in PDF format, one set formatted to print on 11”X17” paper and one set formatted to print on 22”X34” paper
 - ◆ Electronic copy of all drawings in AutoCAD format
 - ◆ One set of drawings, reproducible to photocopy, on laser quality 11”X17” printed paper with signature on stamps
 - ◆ One set of full size drawings, reproducible by photocopy, on laser quality 22”X34” printed paper with signature on stamps
- The font size on the 11”X17” drawings shall not be less than 10. All drawings and details shall have bar scales. All final design drawings shall be stamped and signed by a professional licensed for the given type of work in the State of Alaska.

All electronic documents shall be created using AutoCAD 2014 and Word 2010. If a more current version of AutoCAD is used to create drawings, all files need to be

saved down to version 2014 at the latest. The DWG files shall be saved in a manner such that an 11”X17” size copy can be plotted immediately when the file is opened in AutoCAD without executing any intermediate commands. The Consultant shall bind all external references, if used, and shall ensure that any blocks are in working order. All “plot style” configuration files required to produce an exact replica of the submitted hard copies shall be included. Viewports in DWG files shall be locked to ensure that the scale remains accurate. In order to condense DWG files to their most efficient size, each file should be purged of all blocks, dim styles, layers, line types, plot styles, shapes, table and text styles that are not being used in the DWG. No files shall be compressed.

1.3 Completion

The following is an estimated timeline for the project:

- April- Consultant is selected. Inventory of potential sites and select preferred site.
- May- Consultant to assist CBJ in property negotiations, which may include concept drawings, subdivision applications, etc. Consultant to prepare a survey of the property once property agreement has been made.
- July- Property purchase will close. Begin to prepare design documents.
- Spring 2019- bid project.
- Summer 2019- Construction to begin.

1.4 Background

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

Capital Transit has prepared a routing plan to take into account the new Valley Transit Center. Additional planning documents that are relevant to this project are located here:

<https://juneaucapitaltransit.org/document-library/>

CBJ Capital Transit received a grant to design and construct a new Valley Transit Center. The estimated construction cost of the project is anticipated to be \$1.5- \$2 million.

1.5 Questions

Questions regarding this proposal should be directed to:

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

email: Greg.Smith@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.

1.6 Standard Contract Language

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

1.7 Disadvantaged Business Enterprise (DBE)

For DBE regulations and requirements, see Attachment 2.

DBE Opportunities for this Project. Using the State of Alaska DBE database, the following professional services have been identified as potentially useful for this project. Proposers are encouraged to consider the qualifications of certified DBEs on their team for these and other services of this solicitation.

- Architecture
- Engineering
- Landscape Architecture/Botanical Consulting
- Land Surveying
- Mechanical Engineer
- Electrical Engineer
- Drafting
- Interior Design

2.0 Rules Governing Competition

2.1 Pre-Proposal

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

2.2 Proposal Development

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

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

Submission of a proposal indicates acceptance by the proposer of all the terms, conditions and specifications contained within the RFP. Proposals must be received in the number of copies stated in the RFP no later than the date and time specified in the cover letter. All copies of the proposals must be under sealed cover and plainly marked. Proposals not received by the date and time specified in the cover letter will not be considered.

2.3 Disclosure of Proposal Contents.

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

3.0 PROPOSAL CONTENT REQUIREMENTS

The response to this RFP shall be in letter form, not more than seven (7) numbered pages in length. The information requested below should be organized in the manner specified in order to achieve a uniform review process and obtain the maximum degree of comparability for the Selection Committee.

- Proposed Method to Accomplish the Project: Proposal shall demonstrate an understanding of the requested scope of services. Include proposed work schedule and methodology for accomplishing the project, showing insight to the specific details of the project.
- Organization and Capacity of the Firm: Identify the consultant team proposed for this project and demonstrate their ability to perform the desired services within the established schedule. The proposal should discuss the current workload of staff proposed for the requested services.
- Firm's Representation: The proposal shall specify readily available personnel to accomplish the desired services. Key personnel shall be named, their roles within the project clearly identified and the specific hourly rate or job class that each of the key personnel will be billed for this project. Other project commitments of key personnel shall also be identified. The level of involvement should be displayed in a way which is consistent with the scale of the project. The qualifications of personnel shall be included.
- Firm's Experience with Similar Projects: Proposal should include a list of projects of similar scale and scope, succinctly described

- Firm's Hourly Rates: Evaluation will include the hourly rates of pay for personnel to be used on this project. Hourly rates shall include all markups and multipliers. Include a list of reimbursable expenses typical for this type of project. Review the Standard Contract regarding allowable reimbursables.
- Quality of the Proposal: Evaluation will include the clarity and professional quality of the document(s) submitted.
- Licenses: Professional registration (Engineer/Architect/Land Surveyor/ Landscape Architect) in the State of Alaska at the time of proposal submission is required (Alaska Statute 08.48.281). If a corporate license is held, the professional licensed in the State of Alaska (in order to obtain a corporate license) must be in responsible charge of the project, as well as the professional stamping the work. All survey work involving property or boundary surveys must be stamped by a Professional Land Surveyor licensed in the State of Alaska. All reports prepared by a registered professional licensed in the State of Alaska must be stamped by the registered professional. The proposal must include a statement indicating that all required corporate, all required professional occupational licenses and all other necessary licenses/certifications are currently held. License/certification numbers must be provided.
- Acknowledge Receipt of All Addenda: Failure to acknowledge addenda may result in the proposal being considered non-responsive and subject to rejection.
- Resumes: Resumes may be attached to the proposal as appendices and will not be included in the page count for proposals. ***Limit resume length to one page per person.***

4.0 EVALUATION OF PROPOSALS

4.1 Criteria

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

4.2 Evaluation Data

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

4.2.1 Proposed Method to Accomplish the Project

- a. Work schedule and methodology will be evaluated according to budget sensitivity, efficiency, completeness and pertinence of the tasks submitted

by the Proposer, as well as the creativity and logic of the overall approach. The proposal should show interest and insight about this project.

4.2.2 Organization, Capacity of Firm and Personnel Qualifications

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

4.2.3 Relevant Experience and Past Record of Performance

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

4.2.4 Firm's Hourly Rates

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

4.2.5 Quality of the Proposal

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

4.3 Evaluation Process

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

5.0 SELECTION AND AWARD

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

6.0 INSURANCE REQUIREMENTS

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

7.0 PROTESTS

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

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

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.

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

Section	Criteria - Per SECTION 4.2 of RFP	Weight (%)	Outstanding (10 points)	Adequate To Good (6 or 8 points)	Marginally Acceptable (3 or 4 points)	Unacceptable (0 or 1 point)	Sub Total
4.2.1	Proposed Method to Accomplish the Project.	25					
4.2.2	Organization, Capacity of Firm and Personnel Qualifications						
a.	Organization and ability to perform services within desired schedule	20					
b.	Experience of proposed personnel and scale of involvement.	20					
4.2.3	Relevant Experience and Past Record of Performance	20					
4.2.5	Quality of Proposal	10					
GRAND TOTAL							

Scoring

No scores using 2, 5, 7, 9

Outstanding = 10

Adequate to Good = 6 or 8

Marginally Acceptable = 3 or 4

Unacceptable or Poor = 0 or 1

Maximum Score Achievable = 950

Evaluator _____ Rank _____ Date _____



ATTACHMENT 1

PROFESSIONAL SERVICES CONTRACT PLANNING AND DESIGN for CAPITAL TRANSIT VALLEY TRANSFER STATION Contract No. RFP E18-214

This Agreement is entered into by and between the City and Borough of Juneau, Alaska ("City"), and _____ company name _____ whose address is _____ phone and fax _____ ("Consultant").

Witnesseth:

Whereas, the City desires to engage the Consultant for the purpose of rendering certain professional services, and

Whereas, the Consultant represents that it is in all respects licensed and qualified to perform such services;

Now, Therefore, the parties agree as follows:

1. CONTRACTUAL RELATIONSHIP. The parties intend that an independent Consultant/City relationship will be created by this Contract. City is interested only in the results to be achieved, and the conduct and control of the work will lie solely with the Consultant. Consultant is not considered to be an agent or employee of City for any purpose, and the employees of Consultant are not entitled to any benefits that City provides for City's employees. It is understood that the City does not agree to use the Consultant exclusively. It is further understood that the Consultant is free to contract for similar services to be performed for others while it is under contract with the City.

2. SCOPE OF SERVICE. The Consultant shall carry out in a professional and prudent manner all of the services required by the Contract. These services include all of the services described in Appendix A. Consultant will diligently proceed with the Scope of Services, and will provide such services in a timely manner.

3. PERSONNEL, EQUIPMENT, SUPPLIES, AND LICENSES.

- (A) Except as noted in Appendix A, the Consultant represents that it has or will secure at its own expense all personnel, equipment, and supplies required in performing the services under this Contract.
- (B) All of the services required hereunder will be performed by the Consultant or under its supervision.
- (C) None of the work or services covered by this Contract shall be subcontracted without prior written approval of the Contract Administrator.
- (D) Consultant warrants that it is fully licensed under all applicable local, state, and federal laws to perform the services to be provided hereunder.

4. TIME OF PERFORMANCE. The services of the Consultant are to commence after the execution of the Contract and issuance of Notice to Proceed and Purchase Order. All work shall be completed no later than the time specified in Appendix A. Amendment to this Contract may be made upon mutual, written agreement prior to the contract expiration date.

5. REPORTING. Except as authorized within Appendix A, the City's primary representative for this Contract shall be Skye Stekoll. 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

Attachment 1 – Standard Contract

Contract No. RFP E18-214 – Planning & Design: Capital Transit Valley Transfer Station
with _____

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

22. INDEMNIFICATION AND HOLD HARMLESS. The Consultant agrees to defend, indemnify, and hold harmless CBJ, its employees, and authorized representatives, with respect to any action, claim, or lawsuit arising out of or related to the Consultant's negligent performance of this contract without limitation as to the amount of fees, and without limitation as to any damages, cost or expense resulting from settlement, judgment, or verdict, and includes the award of any attorney's fees even if in excess of Alaska Civil Rule 82. This indemnification agreement applies to the fullest extent permitted by law, meaning that if there is a claim of, or liability for, a joint act, error, or omission of the consultant and the CBJ, the indemnification, defense, and hold harmless obligation of this provision shall be apportioned on a comparative fault basis. This agreement is in full force and effect whenever and wherever any action, claim, or lawsuit is initiated, filed, or otherwise brought against CBJ relating to this contract. The obligations of Consultant arise immediately upon actual or constructive notice of any action, claim, or lawsuit. CBJ shall notify Consultant in a timely manner of the need for indemnification, but such notice is not a condition precedent to Consultant's obligations and may be waived where the Consultant has actual notice.

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

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

CITY AND BOROUGH OF JUNEAU

Company name

Approved as to content:

404900101-710890120-5390

APPENDIX A: SCOPE OF SERVICES
PLANNING & DESIGN: CAPITAL TRANSIT VALLEY TRANSFER STATION
Contract No. RFP E18-214

See Scope of Services in RFP.

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

The completion date for this project is _____/

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

STANDARD CONTRACT

APPENDIX B: COMPENSATION
PLANNING & DESIGN: CAPITAL TRANSIT VALLEY TRANSFER STATION
Contract No. RFP E18-214

Amount of Payment

Lump Sum

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

Time and Materials

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

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

The total Contract amount shall be \$_____

Method of Payment

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

Consultant Invoice Requirements

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

Compensation Based on Time and Materials

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

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

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

Compensation for expenses shall be an amount equal to reimbursable expenses approved in advance by the CBJ Project Manager, necessary and reasonably incurred and actually paid by

Attachment 1 – Standard Contract

Contract No. RFP E18-214 – Planning & Design: Capital Transit Valley Transfer Station

with _____

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

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

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

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

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

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

- ◆ Airline tickets should be purchased at the 14 day advanced purchase price. The CBJ will not pay for First Class travel. Any deviation shall be approved in writing in advance by the CBJ Project Manager.
- ◆ Per diem meal allowance shall be: \$60.00 (\$12.00 for breakfast, \$16.00 for lunch and \$32.00 for dinner).
- ◆ The Consultant shall stay at the hotel with a daily rate not to exceed \$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
PLANNING & DESIGN: CAPITAL TRANSIT VALLEY TRANSFER STATION
Contract No. RFP E18-214

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 2 - DBE

(C3) RFP E18-214
Capital Transit Valley Transit Center

DBE GOALS AND REQUIREMENTS

Disadvantaged Business Enterprise (DBE) Requirements

This information will assist you in meeting the AKDOT&PF'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 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, all Proposers, must provide at time of submission:

- Comply with the CBJ's DBE requirements;
- Review applicable regulations, (49CFR Part 26);
- Good Faith Effort and Contact Report, if the proposer has no DBE participation;
- Provide the DBE Commitment Form, for each DBE proposed.

Prior to signing a contract, the awarded consultant shall submit:

- Complete the DBE Utilization Report;
- Completed Bidder's Registration Form for the CONSULTANT and all Subconsultants."

Summary of Goals. At least 3% of the value of this contract must go to Disadvantaged Business Enterprises.

For assistance with DBE requirements, contact the City Engineer (907)586-0873. The office is located in the Engineering Department of the City and Borough of Juneau, 155 South Seward Street, Juneau, Alaska 99801, FAX: (907) 586-4530.

DBE GOALS AND REQUIREMENTS

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

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

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

DBE GOALS AND REQUIREMENTS

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.

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.

DBE GOALS AND REQUIREMENTS

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.
- (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.

DBE GOALS AND REQUIREMENTS

(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.

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



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:

City and Borough of Juneau
Engineering Department, 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 _____

Is this firm a service provider? Y _____ N _____

Is this firm a material supplier? Y _____ N _____

Is this firm a manufacturer? Y _____ N _____

Is this firm a certified DBE? Y _____ N _____

Identify specialty: _____

Identify service: _____

Identify: _____

Identify: _____

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

DBE GOALS AND REQUIREMENTS



DISADVANTAGED BUSINESS ENTERPRISE UTILIZATION REPORT

Federal-Aid Contracts

Project Name: Capital Transit Valley Transit Center

Project No: (C3) RFP E18-214

The undersigned hereby certifies on behalf of the bidder that:

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

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

Total creditable DBE Utilization Amount² \$ _____

Basic Bid Amount \$ _____

DBE Utilization as % of Basic Bid Amount _____%

Original DBE Project Goal _____%

Revised DBE Project Goal \$ _____

Company Name

Principal's Signature & Title

Date

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

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



CONTACT REPORT

Federal-Aid Contracts

Project Name: Capital Transit Valley Transit Center

Project No: (C3) RFP E18-214

Specific Work or Materials (by pay Item): _____

DBE Firm Contacted:

_____	_____	_____
Name	Address	Phone Number

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

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

B. FOLLOW-UP CONTACT

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

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

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

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

_____	_____	_____
Signature of Company Representative	Title	Date

_____	_____
Name and Title of Reviewer	Date

INSTRUCTIONS

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

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

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

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

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

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

B. FOLLOW UP CONTACT

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

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

C. EXPLANATION OF FAILURE TO ACHIEVE AN ACCEPTABLE BID

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

D. CERTIFICATION

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



SUMMARY OF GOOD FAITH EFFORT DOCUMENTATION

Federal-Aid Contracts

Project Name: Capital Transit Valley Transit Center

Contractor: _____

Project Number: (C3)RFP E18-214

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

a. MATERIAL OR SPECIFIC ITEM OF WORK (SPECIFY PAY ITEM)	b. ACCEPTABLE DBE QUOTE RECEIVED¹	c. NO. OF DBEs CONTACTED IN DBE DIRECTORY	d. NO. OF DBEs THAT RESPONDED²	e. NO. OF DBE QUOTES RECEIVED
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				

LIST ADDITIONAL ITEMS ON REVERSE SIDE

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

² Attach completed Contact Reports

a. MATERIAL OR SPECIFIC ITEM OF WORK (SPECIFY PAY ITEM)	b. ACCEPTABLE DBE QUOTE RECEIVED¹	c. NO. OF DBEs CONTACTED IN DBE DIRECTORY	d. NO. OF DBEs THAT RESPONDED²	e. NO. OF DBE QUOTES RECEIVED
9.				
10.				
11.				
12.				
13.				
14.				
15.				

Comments: _____



CITY AND BOROUGH OF JUNEAU
Federal Aid Contracts

CONSULTANT'S WRITTEN DBE COMMITMENT

Capital Transit Valley Transit Center (C3) RFP E18-214

Project Name and Number

All consultants bidding on FAA Funded projects must have a written commitment from each DBE firm to be subconsultants. Please complete this form for each DBE firm.

If you have any questions, please call (907) 586-0490.

Name of DBE Firm: _____

Street Address: _____

Mailing Address: _____ City: _____

State: _____ Zip Code: _____

Telephone Number: _____ Fax number: _____

Description of the work that DBE firm will perform: _____

Please provide additional information on a separate sheet of paper.

Percentage participation by the DBE firm: _____%

*If percentage participation differs from your original proposal, describe the discrepancy in detail (attach a separate sheet if needed) _____

Signatures of Authorized representatives of the Prime Consultant and the DBE firm below represent the written commitment by the Prime Consultant to subcontract with the DBE firm as described above and a written commitment by the DBE firm to subcontract for the work described above:

Prime Consultant Signature

Date

DBE Firm Signature

Date

Prime Consultant Firm: _____

Address: _____

Telephone Number: _____ Fax number: _____



CITY & BOROUGH OF JUNEAU, ENGINEERING DEPARTMENT

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

Project Name and Number: _____ Capital Transit Valley Transit Center (C3) RFP E18-214 _____

Consultant: _____

Report for: Month _____ Year _____

Prime is a DBE? Yes ____ No ____

SUBCONSULTANTS

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

Subtotal: \$ _____

MANUFACTURERS

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

Subtotal: \$ _____

BROKERS

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

Subtotal: \$ _____

5% of Subtotal: \$ _____

REGULAR DEALERS

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

Subtotal: \$ _____

60% of Subtotal: \$ _____

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

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

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

Signature & Title of Company Representative

Date

ATTACHMENT 3

FEDERAL TRANSIT ADMINISTRATION

PROVISIONS

FOR

PROFESSIONAL SERVICES CONTRACTS

FEDERAL TRANSIT ADMINISTRATION PROVISIONS FOR **PROFESSIONAL SERVICES CONTRACTS**

No Federal Government Obligations to Third Parties. The Consultant acknowledges and agrees that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Agreement, absent the express written consent by the Federal Government, the Federal Government is not a party to this Agreement and shall not be subject to any obligations or liabilities to the Consultant or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Agreement.

The Consultant agrees to include the above clause in each contract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

Program Fraud and False or Fraudulent Statements or Related Acts. The Consultant acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. part 31, apply to its actions pertaining to this project. Upon execution of the underlying Agreement, the Consultant certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Agreement or the FTA assisted project for which this Agreement work is being performed. In addition to other penalties that may be applicable, the Consultant further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Consultant to the extent the Federal Government deems appropriate.

The Consultant also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the Consultant, to the extent the Federal Government deems appropriate.

The Consultant agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

Access to Records and Reports.

a. Record Retention. The Consultant will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the Agreement, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third-party agreements of any type, and supporting materials related to those records.

b. Retention Period. The Consultant agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Consultant shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of

termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

c. Access to Records. The Consultant agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this Agreement as reasonably may be required.

d. Access to the Sites of Performance. The Consultant agrees to permit FTA and its contractors access to the sites of performance under this Agreement as reasonably may be required.

Federal Changes. The Consultant agrees to comply with all applicable federal requirements and federal guidance. All the standards or limits included in this agreement are minimum requirements. The federal requirements and guidance that applied at the time of the award this Agreement may be modified from time to time, and the modifications will apply to the Consultant.

Civil Rights and Equal Opportunity. Under this Agreement, the Consultant shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

1. Nondiscrimination. In accordance with Federal transit law at 49 U.S.C. § 5332, the Consultant agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Consultant agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

2. Race, Color, Religion, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and Federal transit laws at 49 U.S.C. § 5332, the Consultant agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Consultant agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Consultant agrees to comply with any implementing requirements FTA may issue.

3. Age. In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Consultant agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Consultant agrees to comply with any implementing requirements FTA may issue.

4. Disabilities. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at

49 U.S.C. § 5332, the Consultant agrees that it will not discriminate against individuals on the basis of disability. In addition, the Consultant agrees to comply with any implementing requirements FTA may issue.

Access Requirements for Persons with Disabilities. Consultant shall comply with 49 USC 5301(d), stating Federal policy that the elderly and persons with disabilities have the same rights as other persons to use mass transportation services and facilities and that special efforts shall be made in planning and designing those services and facilities to implement that policy. Consultant shall also comply with all applicable requirements of Sec. 504 of the Rehabilitation Act (1973), as amended, 29 USC 794, which prohibits discrimination on the basis of handicaps, and the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments thereto.

Prompt Payment. Alaska Statute 36.90.210 (a) states: The prime contractor and a subcontractor on a public construction or public works contract shall include in a subcontract between the prime contractor and subcontractor for the public construction or public works a clause that requires the prime contractor to pay (1) the subcontractor for satisfactory performance under the subcontract within eight working days after receiving payment from which the subcontractor is to be paid. (b) states: A subcontractor on a public construction or public works contract shall include in each subcontract under which a person agrees to provide the subcontractor with services, other than as an employee, or supplies to be used in the public construction or public works project a clause that requires the subcontractor to pay (1) the person for satisfactory performance under the subcontract within eight working days after receiving payment from which the person is to be paid This clause applies to both DBE and non-DBE subcontracts.

Incorporation of FTA Terms. Provisions of this Agreement include, in part, certain standard terms and conditions required by the U.S. DOT. All contractual provisions required by the U.S. DOT, as set forth in FTA Circular 4220.1, as amended, are incorporated by reference. Anything to the contrary herein notwithstanding, all FTA-mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Consultant shall not perform any act, fail to perform any act, or refuse to comply with any CBJ request, which would cause CBJ to be in violation of FTA terms and conditions, as referenced in the current [FTA Master Agreement](#) shall prevail and be the instrument governing the receipt of Federal assistance from the Federal Transit Administration.

Energy Conservation. The Consultant agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

Lobbying Restrictions. The Consultant agrees that neither it nor any third-party participant will use federal assistance to influence any officer or employee of a federal agency, member of Congress or an employee of a member of Congress, or officer or employee of Congress on matters that involve this agreement, including any extension or modification, according to the following:

(1) Laws, Regulations, Requirements, and Guidance. This includes:

(a) The Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352, as amended,

(b) U.S. DOT regulations, "New Restrictions on Lobbying," 49 C.F.R. part 20, to the extent consistent with 31 U.S.C. § 1352, as amended, and

(c) Other applicable federal laws, regulations, requirements, and guidance prohibiting the use of federal assistance for any activity concerning legislation or appropriations designed to influence the U.S. Congress or a state legislature, and

(2) Exception. If permitted by applicable federal law, regulations, requirements, or guidance, such lobbying activities described above may be undertaken through the Consultant's proper official channels.

The Consultant agrees to submit a signed and dated Certification on Lobbying that appears in the attachment.

Debarment, Suspension, Ineligibility and Voluntary Exclusion. The Consultant shall comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180. As such, the Consultant shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded Agreement and are not presently declared by any Federal department or agency to be:

- a) Debarred from participation in any federally assisted Award;
- b) Suspended from participation in any federally assisted Award;
- c) Proposed for debarment from participation in any federally assisted Award;
- d) Declared ineligible to participate in any federally assisted Award;
- e) Voluntarily excluded from participation in any federally assisted Award; or
- f) Disqualified from participation in any federally assisted Award.

By signing and submitting to this Agreement, Consultant certifies as follows:

The certification in this clause is a material representation of fact relied upon by CBJ. If it is later determined by CBJ that the Consultant knowingly rendered an erroneous certification, in addition to remedies available to CBJ, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Consultant agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, throughout the period of this Agreement. The Consultant further agrees to include a provision requiring such compliance in its lower tier covered transactions. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount.

Clean Air Act and Federal Water Pollution Control Act. The Clean Water requirements apply to each contract and subcontract which exceeds \$100,000. The Clean Water requirements flow down to FTA recipients and sub recipients at every tier. The Consultant agrees:

- 1) It will not use any violating facilities;
- 2) It will report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities;"
- 3) It will report violations of use of prohibited facilities to FTA; and

4) It will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 U.S.C. §§ 7401 – 7671q); and the Federal Water Pollution Control Act as amended, (33 U.S.C. §§ 1251-1387).

5) The Consultant also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

Seismic Safety. Consultant agrees that any new building or addition to an existing building shall be designed and constructed in accordance with the standards required in USDOT Seismic Safety Regulations 49 CFR 41 and shall certify compliance to the extent required by the regulation. Consultant shall also ensure that all work performed under this contract, including work performed by subcontractors, complies with the standards required by 49 CFR 41 and the certification of compliance issued on the project.

Responsibility for Settlement of Contract Issues/Disputes. CBJ alone will be responsible in accordance with good administrative practice and sound business judgment for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve any contractual responsibility under its contracts. Neither the Alaska Department of Transportation and Public Facilities nor FTA will substitute its judgment for that of CBJ, unless the matter is primarily a Federal concern. Violations of the law will be referred to the local, State, or Federal authority having proper jurisdiction. The City & Borough of Juneau will attempt to settle disputes through a process of mutual negotiations between the Contract Administrator and the vendor. If the dispute cannot be settled in this manner, the City Manager will be provided with an analysis of the dispute and the negotiations. The City Manager will make a final settlement determination after consultation with and approval from the governing board. Any litigation by the vendor of the City Manager determination must be pursued in a court of the agency's local jurisdiction.

Buy America. This construction of the Valley Transit Center will be funded in part with Federal Transit Administration funds. Therefore, the construction of the facility must comply with 49 U.S.C. 5323(j) (the Surface Transportation Assistance Act of 1982, "Buy America") in accordance with the regulations of 49 CFR, Part 661, except as provided in §661.7 and §661.11, no funds may be obligated unless all iron, steel, and manufactured products used in the project are produced in the United States. The consultant will ensure that any iron, steel, or manufactured projects specified for the project are produced in the United States.

Certification Regarding Lobbying

The Consultant certifies, 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 undersigned, 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.
- (3) The Consultant shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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.

Consultant's Authorized Representative: _____

Title: _____

Date: _____

**Certification Regarding Debarment, Suspension, Ineligibility
and Voluntary Exclusion
Prime Consultant Covered Transaction**

(Third Party Contracts over \$ 25,000).

The prospective Consultant hereby certifies, by submission of this bid or proposal, that neither it nor its "principals" (as defined in 2 CFR 180.995 is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

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

The prospective Consultant certifies or affirms the truthfulness and accuracy of each statement of its certifications and disclosure (if any). In addition, the Consultant understands and agrees that the provisions of 31 U.S.C.A. 3801, et seq., apply to these certifications and disclosure (if any).

Consultant: _____

By: _____
(Signature)

(Print Name)

Title: _____

Date: _____

**Certification Regarding Debarment, Suspension,
Ineligibility and Voluntary Exclusion
Subconsultant Covered Transaction**

(Third Party Contracts over \$25,000).

The prospective lower tier participant hereby certifies, by submission of this bid or proposal, that neither it nor its "principals" (as defined in 2 CFR 180.995 is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

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

The subconsultant certifies or affirms the truthfulness and accuracy of each statement of its certifications and disclosure (if any). In addition, the subconsultant understands and agrees that the provisions of 31 U.S.C.A. 3801, et seq., apply to these certifications and disclosure (if any).

Subconsultant: _____

By: _____
(Signature)

(Print Name)

Title: _____

Date: _____

Bidder/Proposer:_____

**Buy America Certificate
For Compliance With Title 49 USC § 5323(J)(1)
(For Procurement of Steel, Iron, or Manufactured Products)**

The Bidder/Proposer hereby certifies that it will comply with the requirements of Title 49 USC § 5323(j)(1) and the applicable regulations in 49 CFR Part 661.

Executed on _____, 20_____, at _____, _____,
(Date) (City) (State)

_____ Typewritten or Printed Name	_____ Signature of Authorized Official	_____ Title
--------------------------------------	---	----------------

BUY AMERICA CERTIFICATE FOR NON-COMPLIANCE WITH TITLE 49 USC §. 5323(J)(1)

The Bidder/Proposer hereby certifies that it cannot comply with the requirements of Title 49 USC § 5323(j)(1), but it may qualify for an exception pursuant to Title 49 USC § 5323(j)(2)(B) or (j)(2)(D) and the regulations in 49 CFR 661.7.

Executed on _____, 20_____, at _____, _____,
(Date) (City) (State)

_____ Typewritten or Printed Name	_____ Signature of Authorized Official	_____ Title
--------------------------------------	---	----------------