



## REQUEST FOR PROPOSALS

RFP DH22-008

## PROFESSIONAL SERVICES FOR HARBOR & PORT RATE STUDY

JUNEAU, ALASKA

Issued by: *Carl J Uchytel*  
Carl Uchytel, Port Director

Date: October 1<sup>st</sup>, 2021

# Request for Proposals

RFP DH22-008

## Professional Services for Harbor & Port Rate Study Juneau, Alaska

**SERVICES REQUESTED:** The City and Borough of Juneau (CBJ) Docks and Harbors requests proposals from qualified firms to provide professional services in developing sustainable and equitable harbor rates for the existing facilities and to strategically guide future development within CBJ Docks and Harbors managed small boat harbor facilities.

**DOCUMENTS:** Request for Proposal (RFP) documents may be obtained from the CBJ Port Director's Office, 76 Egan Drive, Juneau, AK 99801, telephone (907) 586-0292. Documents may also be found on the Docks and Harbors website at [Harbors – Public Notices & Newsletter – City and Borough of Juneau](#) . It is advisable to sign up for the plan holders list with the Port Administrative Officer ([Teena.Larson@juneau.org](mailto:Teena.Larson@juneau.org)) in order to be notified of addenda that may be issued for this RFP.

**QUESTIONS REGARDING THIS RFP:** Carl Uchytel, Port Director, is the sole point of contact for all issues pertaining to this procurement (phone 907-586-0292, fax 907-586-0295, [Carl.Uchytel@juneau.org](mailto:Carl.Uchytel@juneau.org)).

**PRE-PROPOSAL MEETING:** A non-mandatory pre-proposal meeting will be held in Room 224 of the CBJ Municipal Building at 155 S. Seward Street, at **10:00 a.m., Alaska Time on October 19th, 2021.** Persons interested in submitting proposals are encouraged to attend. Conference call capability may be available for the Pre-Proposal meeting. Proposers intending to participate via teleconference shall notify the Port Director's Office, at 907-586-0292, or email [teena.larson@juneau.org](mailto:teena.larson@juneau.org) by 4:30 p.m., on October 15th, 2021.

**DEADLINE FOR PROPOSALS:** Seven (7) copies of the proposal, in a ***sealed envelope***, must be received by the Port Director prior to **2:00 p.m. Alaska Time on November 9th, 2021,** or such later time as the Port Director may announce by addendum to plan holders at any time prior to the submittal date. Proposals will be time-stamped by the Port Director's Office, 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.

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

### **PHYSICAL LOCATION:**

City and Borough of Juneau  
Docks and Harbors, Port Director's Office  
76 Egan Drive, Second Floor  
Juneau, AK 99801

The Port Director's Office phone number is 907-586-0292, and fax number 907-586-0295.

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

**MAILING ADDRESS:**

City and Borough of Juneau  
Docks and Harbors, Port Director's Office  
155 South Seward Street  
Juneau, AK 99801

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

**Please affix the label below to the lower left hand corner of the envelope in which the RFP is submitted.**

<p><b>IMPORTANT NOTICE TO PROPOSER</b></p> <p>To submit your proposal:</p> <ol style="list-style-type: none"><li>1. Print your company name and address on the upper left corner of your envelope.</li><li>2. <b>Complete this label and place it on the lower left corner of your envelope</b></li></ol> <table border="1"><tr><td><p><b>PROPOSAL NUMBER: RFP DH22-008</b></p><p><b>SUBJECT: Professional Services for Harbor &amp; Port Rate Study</b></p><p><b>DEADLINE DATE:</b></p><hr/><p><b>PRIOR TO 2:00 P.M. ALASKA TIME</b></p></td></tr></table> <p><b>SEALED PROPOSAL</b></p>	<p><b>PROPOSAL NUMBER: RFP DH22-008</b></p> <p><b>SUBJECT: Professional Services for Harbor &amp; Port Rate Study</b></p> <p><b>DEADLINE DATE:</b></p> <hr/> <p><b>PRIOR TO 2:00 P.M. ALASKA TIME</b></p>
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Disadvantaged Business Enterprises are encouraged to respond.

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## 1.0 **GENERAL INFORMATION**

This Class 2 Request for Proposals (RFP) defines the scope of the project, defines the documents required to respond to the RFP, and explains the procedures for selecting a firm to provide the requested services. The Class 2 process is used for acquisition of professional services contracts estimated to be greater than \$25,000 but less than \$50,000. The current budget for this project is \$35,000. The Consultant contract may be amended by CBJ Docks and Harbors for additional work related to the subject area based upon the findings and recommendations as a result of this particular project.

### 1.1 **Purpose**

The purpose of this document is to solicit proposals from qualified consultants to enter into a contract to conduct a study of the Docks & Harbors rate fee structure. The intent is to determine a sustainable, equitable rate structure based on the existing facility infrastructural and services to support commercial and recreational users of the harbor facilities. In addition to validating the financial planning for the Harbor Enterprise, the consultant will conduct a market study for the fees associated with the CBJ owned cruise ship docks.

### 1.2 **Background**

Juneau is Alaska's Capital City. The year-round population is approximately 33,000 residents. During the summer months over 1,000,000 visitors arrive by cruise ship. Approximately 400 visiting vessels use Aurora and Harris Harbors per year. Juneau hosts a significant fishing fleet, many of which base out of the downtown harbors (Aurora, Harris, Douglas) along Gastineau Channel. Significantly more transient vessels (commercial fishing, recreational and yacht) moor at the Don D. Statter Harbor facility in Auke Bay.

The City and Borough of Juneau (CBJ) Docks and Harbors is an enterprise fund directed by an Assembly appointed Board of volunteer citizens. The Port Director sits at the pleasure of the Board and is in charge of all operations of Docks and Harbors. He is supported by an Administrative Officer; Administrative Assistant; Port Engineer and staff; and the Juneau Harbormaster and staff. The Port Director's Office is located on the Second Floor of the Seadrome Building at 76 Egan Drive in Juneau, Alaska.

Docks and Harbors has a vision to be the *Southeast Alaska Marine Center of excellence providing safe, secure, modern, vibrant facilities meeting the needs of the users it serves*. The mission statement pledges to develop and provide opportunities, services, and facilities to support marine related commerce, industry, fisheries, recreation, and visitors. The intent of this harbor fee review is to develop funding strategies to support the vision and mission.

The projected FY22 revenue for the Harbor Enterprise is \$4.68M of which \$3.34M are derived from fees considered "charges for service". Generally speaking, these revenues are derived from moorage, associated fees and launch ramp proceeds.

Following is a list, and web link, of past documents that may have relevance to this project:

Harbor Enterprise FY21 Adopted Budget (page 166)  
[FY21-Adopted-Budget-Book-Final-for-Printing.pdf \(netdna-ssl.com\)](https://www.netdna-ssl.com/FY21-Adopted-Budget-Book-Final-for-Printing.pdf)

CBJ Docks & Harbor Facilities  
[Harbors – Facilities – City and Borough of Juneau](#)

### **1.3 Project Description**

The proposed deliverable under this contract would develop a “cost based” harbor rate study and provide strategic financial guidance to Docks and Harbors to manage facilities throughout its Enterprise portfolio. Additionally, a “market based” study to evaluate the fees associated with the two CBJ owned cruise ship docks will be determined. The harbor rate study will be applied to facilities within the Harbor Enterprise. The intent of the effort is to evaluate the harbor fees which provide the vast majority of revenue to the department. Not all harbor fees will reviewed. The rates associated under the Dock Enterprise, supporting large cruise ship related commerce, will be limited to the dockage and port maintenance fees only.

The City & Borough of Juneau – Docks & Harbors Enterprise will enter into a professional services contract with the successful firm. This contract will detail the agreed costs, work schedule, scope of work, and will serve as the notice to proceed. The successful proposer will work with Docks & Harbors Staff to collect the data necessary for the completion of the contracted scope of work. A final report will then be prepared and presented to the Docks & Harbors Board. Should any changes occur to the agreed contract, including changes in the team members involved, the firm will be required to submit a change request in writing to Docks & Harbors. Changes in the contract will not be approved until both parties have signed the contract change request.

### **1.4 Scope of Services**

The Consultant will work with the Docks and Harbors staff and Board, to develop a defensible “cost based” harbor and limited port rate study. The intended purpose is to produce supporting documentation for a harbor rate schedule which is fiscally sustainable and provides funding opportunities to meet future community needs. The selected proposer would collect information on the current rates (i.e. moorage, dockage, launch ramps, etc) and evaluate operational and maintenance costs, planned or recapitalization needs in determining appropriate fee schedules. This study may incorporate life-cycle costing modeling to determine the rates needs to support harbor-related expenses, allocation of shared costs, intergovernmental transfers, future demand, and market position competitiveness and other related information or data deemed relevant from the consultant’s experience to the project.

Specific tasks may include, but not be limited to, a limited review of existing facilities; identification of potential revenues not previously identified by CBJ; participation at stakeholder and public meetings; developing alternate land use and financial strategic concepts to meet facility needs today and into the future; present concepts to the public and stakeholders for review and comment; present to the Docks and Harbor Board for comment and direction; prepare final concept plan upon consideration of comments received and staff direction; investigate financial strategies for funding planned developments; and prepare a written report of findings and recommendations. Docks & Harbors does not desire a detailed engineering facility inspection of its facilities under this proposed work.

### **1.5 Schedule of Work**

The Consultant shall propose a schedule of work that identifies the various tasks as outlined in the Scope of Work allowing time to adequately address the issues; study various concepts and scenarios; allow for adequate public participation; develop final concept plans; prepare recommendations and timing of improvements; develop planning level cost estimates; develop financial strategies; and prepare a report of the process and the results of the project. The Docks & Harbors Board, and its committees, will expect monthly briefings throughout the period of performance from the successful proposer. These briefings may be required to be in-person, virtual or written correspondence. Any required in-person or virtual briefings will be negotiated with the successful proposer within the contracted work.

For purposes of the schedule, the Consultant, should anticipate a Notice To Proceed of December 17<sup>th</sup>, 2021. The schedule would be adjusted if NTP is delayed.

## **1.6 Questions**

Questions regarding this proposal should be directed to:

Carl Uchytel, Port Director  
email: [Carl.Uchytel@juneau.org](mailto:Carl.Uchytel@juneau.org)  
City and Borough of Juneau  
Docks and Harbors - Port of Juneau  
Seadrome Building – 2<sup>nd</sup> Floor  
76 Egan Drive  
Juneau, Alaska 99801  
Telephone: (907) 586-0292      Fax: (907) 586-0295

Office hours are 8:00 a.m. to 4:30 p.m. local time, Monday through Friday.  
Mailing address for written questions and clarifications should be addressed to:

Carl Uchytel, Port Director  
City and Borough of Juneau  
Docks and Harbors - Port of Juneau  
155 South Seward Street  
Juneau, Alaska 99801

## **1.7 Standard Contract Language**

Attached to this RFP is a CBJ sample contract (Attachment 1) which should be carefully reviewed by proposers, as it is the basis of the agreement that the CBJ intends to contract with the selected Consultant in the event of acceptance of its proposal.

## **1.8 Contract Terms**

It is anticipated that this RFP would result in a contract for services to develop a cost based harbor rate schedule and fiscal revenue strategy plan for the Docks and Harbors managed Harbor Enterprise facilities commonly referring to the four small boat harbors, six launch ramp facilities and the commercial facilities at the Juneau Fisheries Terminal and Auke Bay Loading Facility. The Docks Enterprise facilities include the two CBJ owned cruise ship docks, Cruiseship Terminal (CT Dock) and Alaska Steamship Wharf (AS Dock). Fees would be negotiated and result in a lump sum and/or a not-to-exceed time and materials contract



based on the proposed billing rates for the life of the contract, unless adjustments are approved by CBJ. There shall be no mark-up for expenses or for sub-consultant fees.

## **2.0 RULES GOVERNING COMPETITION**

### **2.1 Pre-Proposal**

Proposers should carefully examine the entire RFP, sample contract, 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. It is the sole responsibility of the proposer to assure they are in receipt of any and all addenda.

### **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 will be retained for the official files of CBJ Docks and Harbors and 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 Docks and Harbors to select any Consultant(s) for the requested services. All costs associated with the respondents' preparations, submission and oral presentations (if applicable) shall be the responsibility of the Proposer.

All proposals must be signed. Proposals must be received in the number of copies stated in the RFP no later than the date and time specified in the cover letter. All copies of the proposals must be under sealed cover and plainly marked. Proposals not received by the date and time specified in the cover letter will not be considered and will be returned to the proposer unopened.

### **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 a final selection is made and announced by CBJ Docks and Harbors. 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 Port Director, 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 nonresponsive.

### **3.0 PROPOSAL CONTENT REQUIREMENTS**

To achieve a uniform review process and obtain the maximum degree of comparability for the Selection Committee, proposals should be organized in the manner specified below:

#### **3.1 Title Page**

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

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

Clearly identify the materials by section and page number.

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

Limit to one (1) or two (2) printed pages.

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

3.3.2 Give names of the person(s) who will be authorized to represent your firm, their title(s), address (es) and telephone number(s).

3.3.3 The transmittal letter must be signed by a corporate officer who has authority to bind the firm. Name and title of the individual signing the proposal must be printed below or adjacent to the signature.

3.3.4 Acknowledge receipt of all addenda. Failure to acknowledge addenda may result in the proposal being considered non-responsive and subject to rejection.

#### **3.4 Scope of Services and Work Plan**

3.4.1 Discuss the Scope of Services and how the firm will provide the desired services. Include a statement of approach and methodology for accomplishing the requested services.

3.4.2 Provide a work plan, which includes a proposed project schedule. This schedule should identify major tasks and critical components of the project. If the Consultant's team anticipates delays or problems with the design schedule, describe these issues in detail.

3.4.3 Discuss the incorporation of this project into the firm's current workload and the ability of the Consultant's team to meet the project schedule. Provide a staff schedule, identifying primary personnel and sub-consultants and their proposed work schedule during different phases of the project. How much priority can/will this project be given?

#### **3.5 History and Experience**

3.5.1 Provide company names, individual contacts, and telephone numbers of references for at least three recent projects similar in scope and scale to that subject of this RFP.

3.5.2 Provide general background information on the firm including specialized experience, capabilities, and unique qualifications in the field. This should include information outlining the firm's experience in the specific professional services requested. Provide examples of projects that demonstrate unique, well planned, and executed solutions to program, budget, and design challenges.

3.5.3 Provide information to establish a high level of client satisfaction for the firm's previous work with CBJ, other government agencies, and private clients.

3.5.4 Provide information that demonstrates the ability of the firm to deliver professional planning services that result in successful projects within established budget and on schedule.

### **3.6 Proposer's Organization and Personnel Qualifications**

3.6.1 Describe the organizational structure of the Consultant team for this project with an organizational chart or other diagrammatic explanation.

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

## **4.0 EVALUATION OF PROPOSALS**

### **4.1 Criteria**

Proposals will be evaluated and scored, using the criteria on the PROPOSAL EVALUATION/RANKING FORM, found at the end of this document, in order to ascertain which proposal best meets the needs of the CBJ. The items to be considered during the evaluation are explained below at Section 4.3 Evaluation Data. The associated point values are shown on the PROPOSAL EVALUATION/RANKING FORM.

### **4.2 Evaluation Process**

Evaluation of the written proposals will be performed by a committee selected by the Port Director. Written proposals will be the primary basis for selection of the consultant team, unless the selection committee determines that oral interviews are necessary.

If oral interviews are used, the selection committee will prepare a "short list" of at least two finalists, who will then be invited to attend oral interviews in Juneau. Finalists will be notified and informed of specific interview requirements and procedures prior to the oral interview. Proposers will be allowed a maximum of three team members to participate in the interview process.

Oral interviews, if used, will be scored and ranked independently of the written proposal and will determine the outcome of the RFP process. All costs associated with attendance of the interviews, if held, will be the responsibility of the Proposer. The intent of the CBJ is to make award based on written proposals if possible.

## 4.3 Evaluation Data

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

### 4.3.1 Proposed Method to Accomplish the Project

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.

### 4.3.2 Capacity of Firm

Evaluation will be made on the Proposer's ability to perform the desired services within the established schedule.

### 4.3.3 Past Record of Performance

Evaluation of the Proposer's experience with the CBJ, other governmental agencies and private industry will be made. Detailed references including companies, specific contact persons and their phone numbers and locations should be provided.

Information presented should demonstrate how the firm accomplishes the following.

- a. Monitors and maintains project schedules.
- b. Establishes overall project success through close coordination with all parties.
- c. Controls construction budgets, maintaining best interests of Owner.
- d. Delivers high quality services within established budgets.

### 4.3.4 Firm's Experience with Similar Projects

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.

### 4.3.5 Firm's Representation

The proposal should specify readily available personnel to accomplish the desired services. The level of involvement should be displayed in a way which is consistent with the scale of the project. The proposal should establish the:

- a. Schedule of availability of personnel.
- b. Scale of involvement is appropriate to the project.

### 4.3.6 Proposer's Organization and Personnel Qualifications

Evaluation will be made of the Proposer's organization and the ability to perform the desired services within the established schedule.

Evaluation will be made based on proposed personnel, their relevant qualifications and experience, and their proposed scale of involvement.

#### 4.3.7 Quality of the Proposal

Evaluation will include the clarity and professional quality of the document(s) submitted.

- a. Is proposal clear and concise?
- b. Is proposal responsive to the needs of the project?

#### 4.3.8 Juneau Proposer according to SECTION 7.0

Juneau Proposer points will be awarded if the Prime Consultant meets Juneau Proposer requirements as stipulated in Section 7.0 – Juneau Proposer Points.

### **5.0 SELECTION AND AWARD PROCESS**

An evaluation committee will review, evaluate, score, and rank proposals in accordance with criteria identified in Section 3 and the Evaluation Form located at the end of this RFP. Each member of the Selection Committee will independently score the proposals. Each member's scores, as they relate to the group of proposals, are then ranked. The proposal receiving the highest score is given a ranking value of "one", the second highest scored proposal receives a ranking of "two", and so on. The scores and rankings of each member are then forwarded to the Port Director. These rankings are checked for accuracy and combined to form a composite ranking.

The Proposer with the lowest composite numerical rank will be declared the apparent successful Proposer. In the event of a tie in the ranking totals, the raw scores of the Proposers who are tied will be totaled to determine the successful Proposer. If oral interviews are used, the successful proposer will be chosen as provided in Section 4.2 of this RFP.

After issuance of a notice of apparent successful proposer, the protest period begins. Once the protest period is over, the successful Proposer will be invited to enter into contract negotiations with the CBJ. If negotiations are unsuccessful, discussions with the lowest ranked Proposer will be terminated and the second lowest ranked Proposer may be contacted for negotiations.

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

### **6.0 INSURANCE REQUIREMENTS**

The insurance requirements for this project are specified in Attachment 2 – Sample Contract, under Appendix C.

### **7.0 JUNEAU PROPOSER POINTS**

Juneau proposer points shall be awarded if the Proposer is determined to be a "Juneau proposer" meeting the criteria of CBJ's Purchasing Ordinance 53.50, Section 53.50.010. CBJ Ordinance 53.50 can be viewed electronically at the following internet address: [www.juneau.org/law](http://www.juneau.org/law).

**Note:** *The criteria for meeting Juneau Proposer requirements have changed. Please review the new requirements and contact the CBJ Docks and Harbors with any questions.*

A paper copy of the CBJ Purchasing Ordinance is available upon request from the Port Director's Office.

## 8.0 **PROTESTS**

The protest period begins with the posting of a notice of apparent successful proposer, in the Port Director's Office and expires at the close of business on the next day.

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 Port Director's Office, 76 Egan Drive, Juneau, Alaska. Questions concerning protests or protest procedures should be directed to the CBJ Port Director (Purchasing Officer for Docks and Harbors) at 907-586-0292. CBJ Ordinance 53.50 can be viewed electronically at the following internet address: [www.juneau.org/law](http://www.juneau.org/law).

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

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

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

**PROPOSAL EVALUATION / RANKING FORM**

**PROPOSER:** \_\_\_\_\_

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

	<b>POINTS AWARDED</b>	
	<b><u>Points Possible</u></b>	<b><u>Score</u></b>
4.3.1. Proposed Method to Accomplish the Project	0 – 50	_____
4.3.2. Capacity of Firm	0 – 15	_____
4.3.3. Past Record of Performance		
a. Monitors and maintains project schedules.	0 – 10	_____
b. Establishes overall project success through close coordination with all parties.	0 – 10	_____
c. Controls budgets, maintaining best interests of Owner.	0 – 10	_____
d. Delivers high quality services within established budgets.	0 – 10	_____
4.3.4. Firm's Experience with Similar Projects	0 – 25	_____
4.3.5. Firm's Representation		
a. Schedule of availability of personnel.	0 – 15	_____
b. Scale of involvement is appropriate to the project.	0 – 15	_____
4.3.6. Proposer's Organization and Personnel Qualifications	0 – 20	_____
4.3.7. Quality of Proposal		
a. Is proposal clear and concise?	0 – 10	_____
b. Is proposal responsive to the needs of the projects?	0 – 10	_____
	Subtotal	_____
 <b>The Port Director will assign points for criterion 4.3.9. below.</b>		
4.3.8. Juneau Proposer (according to SECTION 7.0).	0 or 10	_____
<b>TOTAL POINTS</b>	<b>210</b>	_____
<b>INDIVIDUAL RANKING</b>		_____ _____



# Port of Juneau

155 S. Seward Street • Juneau, AK 99801  
(907) 586-0292 Phone • (907) 586-0295 Fax

## PROFESSIONAL SERVICES CONTRACT For

**Project Name**

**Contract No. RFP Contract Number**

**This Agreement** is entered into by and between the City and Borough of Juneau, Alaska ("City"), and **Consultant Name** ("Consultant"), whose address is **Consultant Address**, phone is **Consultant Phone**, and fax is **Consultant Fax**.

**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 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 City.
- (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 the **Port Director, Carl Uchytíl**. 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 **Consultant Representative**. Reliance by the City on representations by any other person shall be at the City's own risk.
- 6. COMPENSATION.** The City agrees to pay the Consultant according to the provisions of Appendix B. The Consultant's fee schedule is attached to this contract and hereby incorporated into this contract by reference.
- 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 amounts set forth in Appendix B for work satisfactorily completed on or before the date of termination, less payments of compensation previously made.
- 9. CONTRACT AGREEMENT.** All parties mutually agreed to the terms of this Contract. The Contract should not be construed in favor of or against any party. This Contract contains the entire agreement between the parties; there are no other promises, terms, conditions, or obligations other than those contained herein; and this Contract shall supersede all previous communications, representations or agreements, either oral or written, between the parties.
- 10. CHANGES.** The City may, from time to time, require changes in the scope of services to be performed under this Contract. Such changes, including any increase or decrease in the amount of the Consultant's compensation, must be mutually agreed upon in writing before they will be regarded as part of this Contract.

- 11. EQUAL EMPLOYMENT OPPORTUNITY.** The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.
- 12. CONFLICTS OF INTEREST.** Consultant agrees that no employee of the City, who has exercised or will exercise any authority over the specifications, procurement, supervision or payment for this Contract, and no member of the employee's immediate family, has had or will have any direct or indirect financial interest in this Contract. If the Consultant learns of any such interest, the Consultant shall immediately inform the Port Director.
- 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 Port Director.
- 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 City's primary representative 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 that 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 that 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. All insurance required under this contract shall name the CBJ as an additional insured, except with respect to any required Professional Liability or Workers Compensation policies. At least 30 days prior to the cancellation, non-renewal or reduction in the amount of coverage, Contractor shall provide written notice to the CBJ's Risk Management. The Contractor's insurance shall be primary and any insurance maintained by the CBJ shall be non-contributory. If the Contractor maintains higher limits than shown below, the CBJ shall be entitled to coverage for the higher limits maintained by the Contractor. Failure of CBJ to demand such certificate or other evidence of full compliance with these insurance requirements or failure of CBJ to identify a deficiency from evidence that is provided shall not be construed as a waiver of the obligation of the Contractor to maintain the insurance required by this contract.
- 22. INDEMNIFICATION AND HOLD HARMLESS.** The Consultant agrees to defend, indemnify, and hold harmless CBJ, its employees, and authorized representatives, with respect to any action, claim, or lawsuit arising out of or related to the Consultant's negligent performance of this contract without limitation as to the amount of fees, and without limitation as to any damages, cost or expense resulting from settlement, judgment, or verdict, and includes the award of any attorney's fees even if in excess of Alaska Civil Rule 82. This indemnification agreement applies to the fullest extent permitted by law, meaning that if there is a claim of, or liability for, a joint act, error, or omission of the consultant and the CBJ, the indemnification, defense, and hold harmless obligation of this provision shall be apportioned on a comparative fault basis. This agreement is in full force and effect whenever and wherever any action, claim, or lawsuit is initiated, filed, or otherwise brought against CBJ relating to this contract. The obligations of Consultant arise immediately upon actual or constructive notice of any action, claim, or lawsuit. CBJ shall notify Consultant in a timely manner of the need for indemnification, but such notice is not a condition precedent to Consultant's obligations and may be waived where the Consultant has actual notice.
- 23. CHOICE OF LAW; JURISDICTION.** This Contract shall be governed by the laws of the State of Alaska. Jurisdiction shall be in the State of Alaska, First Judicial District.
- 24. SUCCESSORS.** This Contract shall be binding upon the successors and assigns of the parties.
- 25. PRECEDENCE OF DOCUMENTS.** In the event of a conflict between the provisions of this document and its appendices, the order of precedence shall be this document, Appendix A, Appendix B and Appendix C.

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

CITY AND BOROUGH OF JUNEAU

\_\_\_\_\_  
Carl Uchytel, P.E.  
Port Director

Date

**CONSULTANT NAME**

\_\_\_\_\_  
Representative Name  
Title

Date

SAMPLE CONTRACT

**APPENDIX A: SCOPE OF SERVICES**

**Project Name**  
Contract No. **Project Number**

**SCOPE OF SERVICES:** The Scope of Services for this contract shall be (insert scope).

**PERSONNEL:** The Consultant's primary personnel for this work will be Name. Other qualified staff may be assigned to the project as required.

**SCHEDULE:** The Consultant shall perform the Work of this contract in a timely manner in accordance with the schedule as outlined below.

SAMPLE CONTRACT

## APPENDIX B: COMPENSATION

**Project Name**  
**Contract No. Project Number**

### *Amount of Payment*

#### **Lump Sum**

Consultant shall be compensated a **lump sum** amount of **Amount** for satisfactory performance of professional services described in this contract and in accordance with the Consultant's Fee Proposal dated **Date** (copy attached).

#### **Time and Materials**

Consultant shall be compensated based on **time and materials** in an amount not-to-exceed **Amount** for satisfactory performance of professional services described in this contract in accordance with the Consultant's Fee Proposal dated **Date** (copy attached).

Hourly rates shall remain the same for the life of this contract including all amendments unless the Consultant and the City negotiate a fee increase.

### *Method of Payment*

**Monthly** Payable within 30 days of receipt of an invoice approved by the City's primary representative 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).

### *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 City's Primary representative, 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 change in rates during the term of this Agreement and no additional compensation for overtime, weekend, or holiday work, unless agreed to pursuant the above section.

Compensation for sub-consultants shall be equal to the amounts actually paid to subconsultants hereunder who have been retained after the written approval by the City's Primary representative of: a) the sub-consultant, b) the compensation to be paid the sub-consultant, and c) the terms and conditions of the subcontract. No markup allowance is allowed.

Compensation for expenses shall be an amount equal to reimbursable expenses approved in advance by the City's Primary representative, necessary and reasonably incurred and actually paid

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

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

The Consultant shall obtain the City'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 City 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 whenever possible. The CBJ will not pay for First Class travel. Any deviation shall be approved in writing in advance by the City's Primary representative.
- ◆ 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, unless unavailable.
- ◆ Travel agent fees, tips, alcohol or bar tabs shall not be paid by the City.
- ◆ 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**

**Project Name**  
**Contract No. Project Number**

The Consultant must provide certification of proper insurance coverage or binder 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 Contractor to maintain the insurance required by this contract. Should any of the below described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. Proof of the following insurance is required before award:

**Commercial General Liability Insurance.** The Consultant must maintain Commercial General Liability Insurance in an amount it deems reasonably sufficient to cover any suit that may be brought against the Consultant. This amount must be at least one million dollars (\$1,000,000.00) per occurrence, and two million dollars (\$2,000,000.00) aggregate. The City will be named as an additional insured on this policy for work performed for the City.

**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. The City will be named as an additional insured on this policy for work performed for the City.