

# **BIDDING REVIEW BOARD AGENDA**

# February 19, 2025 at 12:00 PM

City Hall Assembly Chambers/Zoom Webinar

https://juneau.zoom.us/j/86803231327 or call in: 1-253-215-8782 Webinar ID: 868 0323 1327

City Hall Assembly Chambers, 155 Heritage Way, Juneau, AK 99801

- A. CALL TO ORDER
- B. ROLL CALL
- C. SELECTION OF PRESIDING OFFICER
- D. APPROVAL OF AGENDA
- E. CBJ CODE & BIDDING REVIEW BOARD CODE FOR REFERENCE
  - **<u>1.</u>** Bidding Review Board Procedures
  - 2. Chapter\_53.50\_\_\_PURCHASING\_OF\_SUPPLIES\_AND\_SERVICES
  - 3. CBJ Code 53.50.062 Protests
- F. BID PROTEST
  - 1. RFP 25-190 Provision of Internet Services for CBJ Juneau MIZ
    - 1. RFP 25-190 Provision of Internet Services for CBJ Juneau MIZ-Complete File (28 pgs)
  - 2. Responses from Interested Parties in RFP 25-190
    - 1. Alaska Communications Response (45 pgs)
    - 2. Boldyn Networks Response (37 pgs)
    - 3. ICE Services Response (99 pgs)
    - 4. NorthRiver IT Response (88 pgs)
    - 5. Snowcloud Services Inc. Response (44 pgs)
  - 3. RFP 25-190 Evaluation Score Sheets
    - 1. Evaluator 1 Scoresheets
    - 2. Evaluatior 2 Scoresheets
    - 3. Evaluatior 3 Scoresheets
  - 4. Posting Notice of Successful Proposer for RFP 25-190 Posted 12/30/2024
    - 1. December 30, 2024 Posting Notice of Successful Proposer
  - 5. RFP- 25-190 Records Request by Snowcloud Services Inc. 12/31/2024
    - 1. Records Request for RFP 25-190 from Snowcloud Services Inc.
  - 6. Notice of Intent to Protest RFP 25-190 email from Snowcloud Services Inc.
    - 1. Email from Snowcloud Services Inc. Notice of Intent to Protest
  - 7. 2025-01-21 Protest Response from Purchasing Officer for RFP 25-190
    - 1. Email RFP 25-190 Protest Response from the Purchasing Officer 01.21.25

2. RFP 25-190 Protest Response from the Purchasing Officer 01.21.25

#### 8. Notice of Intent to Request Review RFP 25-190 dated 1/22/2025

- 1. Email RE\_Notice of intent to request review-RFP 25-190 Provision of Internet Services 01.22.25
- 2. Ruschmann Notice of intent to request review RFP 25-190 01.22.25

#### 9. Snowcloud Services Inc. Formal Protest 01/07/2025

1. January 7, 2025 Letter from Snowcloud Services Inc. formal protest

#### **10.** Request to forward this protest of RFP 25-190 to the Bidding Review Board

- 1. Email from Snowcloud Services Inc. request to forward protest to Bidding Review Board
- 2. January 28, 2025 Letter from Snowcloud Services Inc. request to forward protest to Bidding Review Board

#### G. ADJOURNMENT

# CITY AND BOROUGH OF JUNEAU

## **BIDDING REVIEW BOARD – HEARING PROCEDURES**

<u>1. Intent and Construction.</u> A hearing before the City and Borough of Juneau Bidding Review Board is intended to be an informal, fair proceeding, for review of the Purchasing Officer's written response to the protest, with due regard for the rights of the parties involved. Pursuant to CBJ 53.50.061, these rules of procedure are intended to ensure the expeditious resolution of protests and shall be interpreted in a manner consistent with that intent.

<u>2. Parties.</u> The parties to the hearing are the protester; the apparent lower bidder or successful proposer; any other interested party that has appealed the decision of the purchasing officer or the manager; and the CBJ staff. A party may be represented by an attorney, but attorneys are not required.

<u>3. Attendance.</u> A party or the party's designated representative must attend the hearing. A party who fails, without good cause, to appear at the hearing waives his or her right to participate in the hearing.

<u>4. Burden of Proof.</u> A protestor seeking a Board recommendation in his or her favor bears the burden of persuasion to show that the Purchasing Officer's response to the protest is erroneous.

<u>5. Evidence to be considered.</u> The Board shall consider the written protest documents submitted to the Purchasing Officer under CBJ 53.50.062(d), the Purchasing Officer's written response, and the documents relied on by the Purchasing Officer in preparing the written response.

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## 6. Conduct of Hearing.

(a) The chair or, in the absence of the chair, the vice-chair, shall preside at the hearing. The chair shall maintain decorum and assure that all parties have a reasonable opportunity to present their cases.

(b) The hearing shall be recorded. A party may request a copy of the recording or a transcript of the hearing. The requesting party shall bear the cost of copying or transcription.

(c) The board members may ask questions of the parties, or counsel concerning any matter related to the hearing, at any time, subject to the procedural direction of the chair.

(d) Unless otherwise determined by the chair, each party shall have 30 minutes to present oral argument to support their position and to state what, if any action, they wish the board to recommend. The protestor shall present first, and may reserve a portion of his or her time for rebuttal. No new issue may be raised in rebuttal.

(e) After the parties have presented their argument, the board shall deliberate in executive session.

<u>7. Recommendation.</u> The board shall issue a written recommendation, with findings of fact and conclusions of law, in compliance with, and as provided in, CBJ 53.50.062 (k)-(n). The board may prepare the recommendation itself or direct the prevailing party to submit a recommendation for the board's review and adoption.

8. Presence at Hearing and Voting. A majority of the board members shall be present during the hearing and deliberations. A board member who was not present at

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the hearing shall not participate in the board's deliberations or in the board's recommendation.

This document was adopted by the Bidding Review Board at its April 1, 2014 meeting.

Attested by:

Beth McEwen, Deputy Clerk

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# Chapter 53.50 PURCHASING OF SUPPLIES AND SERVICES<sup>1</sup>

#### 53.50.001 Centralized purchasing.

- (a) All goods and services shall be purchased through the department of finance according to the standards and procedures set forth in this chapter.
- (b) The following agencies are exempt from the requirement to purchase through the department of finance, but shall be subject to purchasing standards and procedures as established by ordinance:
  - (1) Harbor department.

(CBJ Code 1970, §§ 53.50.020(a)—(c), 57.05.050; Serial No. 70-6, § 3, 1970; Serial No. 71-45, § 4, 1971; Serial No. 86-29, § 3, 1986; Serial No. 93-11am, § 6, 1993; Serial No. 2002-38, § 5, 11-4-2002)

#### 53.50.005 Purchasing officer; duties.

- (a) The manager shall designate an employee of the finance department as the purchasing officer for the City and Borough.
- (b) Except as otherwise specifically provided by ordinance, the purchasing officer shall:
  - (1) Procure or supervise the procurement of all goods and services purchased by or donated to the City and Borough;
  - (2) Prescribe the time, manner, and form of all requests for purchases of goods and services purchased by the City and Borough;
  - (3) With the concurrence of the City and Borough attorney, prescribe standard forms for bids, requests for proposals, and contracts;
  - (4) Prescribe training in public procurement methods for borough employees;
  - (5) Prescribe administrative policies and procedures which may be necessary to carry out the provision of this chapter;
  - (6) Supervise the opening of bids and evaluations of requests for proposals, and issue notices regarding the award of contracts.

(Serial No. 80-52, § 2, 1980; Serial No. 93-11am, § 2, 1993; Serial No. 96-31, § 2, 1996)

<sup>&</sup>lt;sup>1</sup>Charter reference(s)—Competitive bidding, § 9.14.

State law reference(s)—Contractor requirements, AS 29.25.010(a)(10); procurement preference, AS 29.71.040; employment preferences, AS 36.10.005 et seq.

## 53.50.006 Delegations by purchasing officer.

- (a) The purchasing officer may delegate, in writing, to other municipal employees the authority to procure or supervise the procurement of goods and services needed by the City and Borough.
- (b) A delegation under this section shall be accompanied by the purchasing officer's written determination that the delegate possesses training and experience adequate to the delegation.
- (c) Procurement authority delegated under this section may be limited as to type or amount and may be revoked by the purchasing officer.
- (d) No municipal employee subject to the provisions of section 53.50.001 shall purchase goods or services with municipal funds, except in accordance with a proper delegation of authority by the purchasing officer. Except for purchases established by the manager, any contracts, purchases or procurement entered into in violation of this section are voidable.

(CBJ Code 1970, §§ 53.50.020, 53.50.100; Serial No. 71-45, § 4, 1971; Serial No. 93-11am, § 3, 1993)

#### 53.50.010 Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Bidder with disabilities means a bidder who:

- Is certified as disabled by a state or federal procurement program and adds value by actually manufacturing, assembling, creating, performing, controlling, managing, or supervising the services provided; or
- (2) Will perform the contract with a work force at least 75 percent of which is composed of persons having significant physical or mental disabilities, provided that such disabilities do not adversely affect the ability of the bidder to perform the service or provide the product bid; and
- (3) As of the date and time of the bid deadline, is not delinquent in the payment of any taxes or associated penalties, interest, or fees, or any special assessments, owing to the City and Borough on account of that business.

*Change order* means a written amendment to a public improvement project construction contract regarding work that is within the scope of the project. The manager or his or her designee shall review and approve, disapprove, or modify, change orders in accordance with a written policy adopted by the manager.

*Class 2 emergency* means circumstances less grave than those justifying the declaration of a civil defense emergency pursuant to section 03.25.040 but still sufficient to pose a threat to public health, welfare or safety. A class 2 emergency shall be declared by the manager upon a written statement of the reasons therefor.

*Formal competitive sealed bid* means a bid or proposal that must be submitted through the sealed online process and in conformance with a prescribed format to be opened publicly at a specified date and time. The formal competitive sealed bid tool is a procurement method used to solicit competitive sealed bid responses, sometimes called formal bids, when price is the basis for award.

Informal public solicitation means a competitive bid, price quotation, or proposal for supplies or services that is conveyed via letter, fax, email, or other manner that does not require a formal sealed bid or proposal, public opening, or other formalities. The informal public solicitation tool is generally relegated to requirements that may be considered low value or fall under a stipulated price/cost threshold.

Juneau bidder and Juneau proposer mean a person who:

- (1) Submits a bid or proposal under the name of the business appearing on the bidder's or proposer's City and Borough business registration required under CBJ 69.05.170;
- (2) Has maintained, for a period of six months immediately preceding the date of the bid or proposal deadline, a place of business within the City and Borough staffed by the bidder or proposer or an employee of the bidder or proposer;
- (3) Provides in the normal course of business, goods or services of the general nature being solicited and adds value to those goods or services by manufacturing, assembling, creating, performing, controlling, managing, or supervising the goods or services provided;
- (4) As of the date and time of the bid or proposal deadline, is in compliance with the registration and filing requirements for sales tax and business personal property tax on account of that business; and
- (5) As of the date and time of the bid or proposal deadline, is not delinquent in the payment of any taxes or associated penalties, interest, or fees, or any special assessments, owing to the City and Borough on account of that business.

Lowest qualified bidder means the person submitting the lowest responsive and responsible bid.

*Party* means, with respect to a particular procurement, a person submitting a bid or proposal to contract with the City and Borough pursuant to that procurement. The manager may adopt regulations under chapter 01.60 to implement the provisions of this section.

*Public improvement,* as used in this chapter, and only for purpose of competitive bidding, includes the erection, building, construction, placement, creation and expansion of an improvement to land; it does not include rebuilding, repair, removing, resurfacing, rehabilitating or replacing any chattel, fixture or improvement to land.

*Public notice,* as used in this chapter, means notice posted on the City and Borough of Juneau online procurement site and may also include:

- (1) Publication in a newspaper, trade journal, online notification service, or other publication calculated to reach prospective bidders or proposers; and
- (2) Notices posted on public bulletin boards or in public places within or near the area where the work or services are to be performed or the supplies furnished.

Services means labor, professional services and consulting services.

Supplemental agreement means a written amendment to a public improvement project construction contract regarding work that is outside the scope of the original project and approved pursuant to CBJ 53.50.040(c).

Supplies means all supplies, materials and equipment.

*Written quotation* and *written proposal* means an informal purchasing process where procurement staff solicit documented pricing information from multiple sources.

(CBJ Code 1970, § 53.50.010; Serial No. 71-45, § 4, 1971; Serial No. 80-23, § 6, 1980; Serial No. 85-99, § 2, 1985; Serial No. 90-12, § 3, 1990; Serial No. 93-11am, §§ 4, 5, 1993; Serial No. 93-44, § 2, 1993; Serial No. 96-31, §§ 3, 4, 1996; Serial No. 96-41, § 21, 1996; Serial No. 99-03, § 2, 1999; Serial No. 2006-05(c), § 2, 4-3-2006; Serial No. 2009-39, § 2, 2-12-2009; Serial No. 2020-23(b), § 2, 6-8-2020, eff. 7-9-2020; Serial No. 2022-60(b), § 2, 12-11-2023, eff. 1-11-2024)

Cross reference(s)—Definitions generally, CBJ Code § 01.15.010.

#### 53.50.040 Public improvement contracts.

- (a) Except as provided in subsection (c) of this section, contracts for public improvements for an amount estimated to exceed \$50,000.00 shall be by competitive sealed bid and be awarded to the lowest qualified bidder.
- (b) Contracts for public improvements for an amount estimated to be \$50,000.00 or less may be made when feasible and when in the best interest of the City and Borough by binding competitive written bid, without observing the procedure prescribed for the award of formal sealed bid purchases and contracts.
- (c) Supplemental agreements. A supplemental agreement shall be approved only as provided in this subsection (c). Competitive sealed bids shall not be required for public improvement projects procured by supplemental agreement. A supplemental agreement may be approved only if the manager makes a written finding that procuring a particular public improvement by supplemental agreement would be in the best interests of the City and Borough because doing so would save substantial and verifiable amounts of money for the City and Borough. In making this finding, the manager shall consider bid preparation costs, contractor mobilization costs, similarity of work, schedule savings, weather or environmental factors, site constraints, inspection and administration efficiencies, and other factors found relevant by the manager. The manager may approve supplemental agreements not greater than \$250,000.00 or 25 percent of the contact amount, whichever is less, per contract. The manager shall notify the assembly, at its next regular meeting, of any supplemental agreement approved. Prior assembly approval shall be required for any supplemental agreement greater than \$250,000.00. Nothing in this subsection shall be applied or construed in any manner inconsistent with the requirements of CBJ Charter Section 9.13. The manager shall seek an appropriation or transfer of funds by the assembly prior to incurring any obligation for any supplemental agreement unless the manager ascertains that there is a sufficient unencumbered balance in an appropriation for the project the agreement supplements, and that sufficient funds are or will be available to cover the obligation. As used in this subsection, "manager" shall have the meaning set forth in CBJ Charter Section 4.1.

(CBJ Code 1970, § 53.50.040; Serial No. 71-45, § 4, 1971; Serial No. 83-32, § 3, 1983; Serial No. 93-11am, § 7, 1993; Serial No. 2005-08c, § 2, 4-25-2005; Serial No. 2006-05(c), § 3, 4-3-2006; Serial No. 2020-23(b), § 3, 6-8-2020, eff. 7-9-2020)

#### 53.50.050 Contract amounts.

Unless otherwise prohibited by this Code:

- (a) All contracts for an amount estimated to be \$5,000.00 or less shall be made on the open market with such competition as is reasonable and practical in the circumstances.
- (b) All goods and services, other than professional services, shall be purchased as follows:
  - (1) Contracts in an amount estimated to be greater than \$5,000.00 but not more than \$25,000.00 shall be made, when practicable, in the open market by written quotation, without observing the procedure prescribed for the award of formal competitive sealed bid purchases. Such open market contracts, whenever practicable, shall be based on at least three quotations, gathered by staff, and shall be awarded to the lowest qualified bidder. The basis for determining the lowest qualified bidder shall be the same as that used in formal competitive sealed bid purchases, including any preferences established by law.
  - (2) Contracts in an amount estimated to be greater than \$25,000.00 but not more than \$50,000.00 shall be made, when practicable, in the open market by informal public solicitation without observing the procedure prescribed for the award of formal competitive sealed bid purchases. After public notice and whenever practicable, such informal public solicitation shall be based on

at least three quotations and shall be awarded to the lowest qualified bidder. The basis for determining the lowest qualified bidder shall be the same as that used in formal competitive sealed bid purchases, including any preferences established by law.

- (3) Contracts in an amount estimated to be more than \$50,000.00 shall be by formal competitive sealed bid after public notice.
- (c) All professional services shall be purchased as follows:
  - (1) Contracts in an amount estimated to be greater than \$5,000.00 but not more than \$25,000.00 shall be made when practicable in the open market by written proposal, without observing the procedure prescribed for the award of formal competitive sealed bid purchases. Such open market contracts, whenever practicable, shall be based on at least three proposals and shall be awarded to the responsive and responsible offeror whose proposal is determined to be the most advantageous to the City and Borough. The method for determining the most advantageous proposal shall be set forth in the request for proposals, shall be based upon a numerical point score, and shall, unless contrary to applicable state or federal statute, regulation, or grant requirements, provide that five percent of the total points possible for each proposal be awarded if and only if the proposal is submitted by a Juneau proposer.
  - (2) Contracts in an amount estimated to be more than \$25,000.00 but not more than \$50,000.00 shall be by written proposal and follow the informal public solicitation process. After public notice, contracts shall be awarded to the responsive and responsible offeror whose proposal is determined to be the most advantageous to the City and Borough. The method for determining the most advantageous proposal shall be set forth in the request for proposals, shall be based upon a numerical point score, and shall, unless contrary to applicable state or federal statute, regulation, or grant requirements, provide that five percent of the total points possible for each proposal be awarded if and only if the proposal is submitted by a Juneau proposer.
  - (3) Contracts in an amount estimated to be more than \$50,000.00 shall be by formal competitive sealed proposal after public notice and shall be awarded to the responsive and responsible offeror whose proposal is determined to be the most advantageous to the City and Borough. The process shall be as described in 53.50.060. The method for determining the most advantageous proposal shall be set forth in the request for proposals, shall be based upon a numerical point score, and shall, unless contrary to applicable state or federal statute, regulation, or grant requirements, provide that five percent of the total points possible for each proposal be awarded if and only if the proposal is submitted by a Juneau proposer.

(CBJ Code 1970, § 53.50.050; Serial No. 71-45, § 4, 1971; Serial No. 80-23, § 2, 1980; Serial No. 93-11am, § 8, 1993; Serial No. 93-44, § 3, 1993; Serial No. 2004-25, § 2, 7-29-2004; Serial No. 2005-08c, § 3, 4-25-2005; Serial No. 2020-23(b), § 4, 6-8-2020, eff. 7-9-2020; Serial No. 2022-60(b), § 3, 12-11-2023, eff. 1-11-2024)

#### 53.50.060 Competitive sealed bid procedure.

(a) Publication. Where competitive sealed bidding is required, sealed bids shall be solicited by public notice in a manner calculated to reach prospective bidders. Such publication shall contain at least a general description of the item or work required and shall designate the place where detailed requirements and specifications may be obtained and the time and place where the sealed bids will be opened. The bids shall be opened publicly. Such publication shall be made at least twice, with at least a week and not more than two weeks intervening between publications, and there shall be sufficient time between the date of last publication and the opening of bids for preparation of bids, which time shall not be less than two weeks unless the manager finds that an emergency exists. The manager may also solicit bids by sending notice by mail or electronic mail to any active prospective bidders known to him or her.

- (b) Bid bond on deposit. All bids for the construction or reconstruction of public improvements required to be submitted by competitive sealed bid shall be accompanied by either cash, a certificate of deposit or certified check or draft, or a cashier's check, or draft on some responsible bank in the United States, in favor of and payable at sight to the City and Borough, in an amount not less than five percent of the aggregate amount of the bid. If the bidder to whom the contract is awarded, for 15 days after the award of the contract, fails or neglects to enter into the contract and file the required bonds, the City and Borough treasurer shall draw the money due on the certificate of deposit or check or draft and pay the same or any cash deposited into the treasury, and under no circumstances shall it be returned to the defaulting bidder. In lieu of the foregoing, any bid may be accompanied by a surety bond in such amount furnished by a surety authorized to do a surety business in the state, guaranteeing that the bidder will enter into the contract and file the required bonds in an amount appropriate for any bid not required by this subsection to be accompanied by a bid bond.
- (c) *Pre-bid conference.* The purchasing officer may conduct a pre-bid conference for any competitively bid contract or purchase. Notice of the conference shall be provided to all bidders. Bidders shall be responsible for acquiring all information announced or distributed at a pre-bid conference.
- (d) *Opening of bids.* All bids shall be submitted to the purchasing agent at the place and time specified in the public notice inviting bids. Bids shall be opened by the purchasing agent publicly, at the time and place designated in the notice inviting bids. Bids received after the specified time shall not be accepted.
  - (1) *Sealed paper bids.* All paper bids shall be sealed and identified as bids on the envelope. Bids received after the specified time shall be returned to the bidder unopened.
  - (2) *Electronic bids.* When specified by the purchasing officer, bids may be received electronically in addition to or instead of by sealed paper bids. Procedures for receipt of electronic bids shall be designed to ensure the security, authenticity, and confidentiality of the bids to the same or greater extent as is provided for with sealed paper bids.
- (e) Award. A contract or purchase for which competitive bids are required shall be awarded by the manager to the lowest qualified bidder taking into consideration conformity with the specifications, terms of delivery, and other conditions imposed in the call for bids, except that:
  - (1) For bids in excess of \$750,000.00 for contracts, and \$1,500,000.00 for public improvement contracts, the award shall not be made until after assembly approval; and
  - (2) A bid shall be awarded to a Juneau bidder if its bid is not more than five percent higher than the lowest responsive nonresident bidder's, but shall be awarded to a bidder with disabilities if its bid is not more than ten percent higher than the lowest responsive nondisabled bidder's, unless the bid is for a capital construction improvement or such an award is contrary to state or federal law or regulations. A bid shall be rejected if it contains a material alteration or an erasure. The manager may reject the bid of a bidder who failed to perform on a previous contract with the City and Borough. The manager may reject any and all bids and waive any informalities or minor irregularities in the bids. Where all bids are rejected, and new bids are called for on substantially the same purchase or contract, each of the bidders whose bids were rejected shall be timely notified of the new call for bids and of changes, if any, in the specifications and requirements.
- (f) *Disposition of bid bond or deposit.* All deposits and bonds shall be returned to the unsuccessful bidders after execution of the contract and the deposit of the required bonds by the successful bidder.
- (g) Approval of faithful performance and labor and materials bonds. Faithful performance or labor and material bonds required by the City and Borough specifications or contract shall be approved as to form by the City and Borough attorney.

(CBJ Code 1970, § 53.50.060; Serial No. 71-45, § 4, 1971; Serial No. 75-11, § 3, 1975; Serial No. 80-23, § 3, 1980; Serial No. 83-32, §§ 2, 4, 1983; Serial No. 83-74, § 2, 1983; Serial No. 84-83, § 2, 1984; Serial No. 85-70, § 2, 1985;

Serial No. 86-81, § 2, 1986; Serial No. 89-12, § 2, 1989: Serial No. 90-12, § 2, 1990; Serial No. 93-11am, §§ 9, 10, 1993; Serial No. 2005-09, § 2, 4-25-2005; Serial No. 2020-23(b), § 5, 6-8-2020, eff. 7-9-2020 ; Serial No. 2022-60(b), § 4, 12-11-2023, eff. 1-11-2024)

#### 53.50.061 Bidding review board.

- (a) There is established a bidding review board. The bidding review board shall consist of five persons appointed by the assembly. To the extent possible, one of the members shall be an attorney licensed to practice law in the state. The members of the bidding review board shall serve three-year terms. The bidding review board shall adopt written rules of procedure for the purpose of ensuring the expeditious resolution of protests. No member of the bidding review board who has served for three consecutive terms or nine years shall again be eligible for appointment until one full year has intervened, provided, however, that this restriction shall not apply:
  - (1) If there are no other qualified applicants at the time reappointment is considered by the assembly human resources committee, or
  - (2) To qualified board members serving in board seats for which a specific occupation or expertise is set forth by ordinance.
- (b) The bidding review board shall hear protests as provided in this chapter and may perform such other related duties as the manager or assembly may, from time to time, request.

(Serial No. 93-11am, § 11, 1993; Serial No. 99-03, § 3, 1999; Serial No. 2004-08, § 7, 3-22-2004)

#### 53.50.062 Protests.

- (a) A party may protest award to any other party of a competitive sealed bid or competitive sealed proposal, but such protest shall be heard only if protests have also been filed against the award recommended by the purchasing officer and against any other bid or proposal having a higher ranking than that of the party filing the protest.
- (b) A party shall provide written notice of intent to protest. Notice of intent to protest shall be delivered to the purchasing officer by 4:30 p.m. Alaska time the working day following posting by the purchasing officer of a notice of apparent low bidder or successful proposer. Late notices of intent to protest shall not be considered. The notice of intent to protest shall include the name and address of the protestor and a brief description of the grounds for the protest.
- (c) A written protest shall be filed with the purchasing officer within five working days after posting of notice of apparent low bidder or successful proposer.
- (d) A written protest shall, at a minimum, contain the following:
  - (1) The name, address, and telephone number of the interested party filing the protest;
  - (2) The signature of the interested party or the interested party's representative;
  - (3) Identification of the proposed award at issue;
  - (4) A statement of the legal or factual grounds for the protest;
  - (5) Copies of all relevant documents; and
  - (6) The fee required by section 53.50.080.
- (e) The purchasing officer shall reject an untimely or incomplete protest.

- (f) If a timely and complete protest is filed, the award of the contract shall be stayed until the protest is resolved, unless the manager determines in writing that award of the contract pending resolution of the protest is in the best interests of the City and Borough.
- (g) The purchasing officer shall issue a written response to the protestor within ten working days of the date the protest is filed. If multiple protests have been filed, they may be consolidated for purposes of the response. Copies of the response shall be provided to any other protestor requesting one. The response may include an amendment of all or any part of the recommended award. The manager may, upon written request of the purchasing officer, for good cause shown, extend the date for the purchasing officer's response for such additional period as may be necessary.
- (h) A protestor aggrieved by the purchasing officer's response pursuant to subsection (g) of this section may request review by the bidding review board.
- (i) The protestor may seek review of the purchasing officer's response by providing written notice of intent to request review. The protestor shall notify the purchasing officer of the intent to request review by 4:30 p.m. Alaska time the working day following issuance of the purchasing officer's response. Late notices shall not be considered. A written request for review shall be filed within five working days after the response is issued by the purchasing officer. The notice of intent to request review and the written request for review shall be in the same form as provided in subsections (b), (c), and (d) of this section.
- (j) Upon receipt of a timely and complete request for review of the purchasing officer's response, the matter shall be forwarded to the bidding review board and a hearing date shall be established. Once the hearing date has been established, all bidders or proposers shall be notified of the hearing in writing.
- (k) The bidding review board shall conduct a hearing and issue a recommendation within seven calendar days of the date the referral is made to the board. The bidding review board may, by written notice to all bidders or proposers, extend this seven-day period to a maximum of 30 days. Hearings shall be conducted informally, with due regard for the rights of the parties involved. Hearings shall be recorded.
- (I) The bidding review board's recommendation shall be based on the provisions of this Code interpreted in light of applicable state case law and generally accepted principles of government purchasing as set forth in standard treatises, decisions of the United States Comptroller General, and similar authorities. The recommendation shall contain findings of fact and conclusions of law.
- (m) The recommendation:
  - (1) May include the following:
    - a. A recommendation that a designated bid in a competitive sealed bid or proposal process be accepted as the lowest qualified bid or proposal; or
    - b. A recommendation that one or more bids or proposals be considered or rejected or that the procurement process at issue be canceled;
  - (2) Shall not, except to the extent necessary to correct a failure to follow the procedures required by this chapter, include a recommendation for:
    - a. An amendment of the specifications for a bid or request for proposals;
    - b. A change in the criteria for selection of a proposal; or
    - c. An amendment, reordering, or reassessment of any qualitative judgment in the rating of a proposal;
  - (3) Shall not include a recommendation for:
    - a. Selection or rejection of any additive or deductive alternate; or

- b. The payment of money, including attorney's fees, by the City and Borough or any party, provided that the recommendation may recommend a refund of protest fees or payment of bid preparation costs by the City and Borough to one or more bidders or proposers;
- (4) Shall be forwarded to the manager or assembly, as appropriate, for consideration in the award of the contract.
- (n) The protest procedures established by this section, may be adapted for a procurement as necessary to maintain eligibility for state or federal funding for that procurement, provided that no such adaptation may authorize the board to grant a form of relief prohibited by subsection (m)(3) of this section.

(Serial No. 93-11am, § 12, 1993; Serial No. 95-20, § 2, 1995; Serial No. 96-31, § 5, 1996; Serial No. 97-11, § 2, 1997; Serial No. 99-03, § 4, 1999; Serial No. 2001-38, § 2, 7-2-2001; Serial No. 2019-43, § 2, 11-25-2019, eff. 12-25-2019)

#### 53.50.080 Administration of protest.

There is established a fee of \$750.00, payable by each person filing a bid protest, pursuant to section 53.50.062, which shall be refunded in full if the protest is granted.

(CBJ Code 1970, § 53.50.080; Serial No. 71-45, § 4, 1971; Serial No. 80-23, § 5, 1980; Serial No. 93-11am, § 14, 1993; Serial No. 99-03, § 5, 1999)

#### 53.50.090 Exceptions to competitive sealed bidding and submission of quotations.

The restrictions and provisions of this chapter shall not apply:

- (a) To contracts involving the obtaining of professional or specialized services such as those rendered by architects, attorneys, engineers, and others requiring advanced training and the exercise of independent judgment and discretion; such services shall be obtained by competitive proposal except as authorized in writing by the purchasing officer;
- (b) Where calling for bids on a competitive basis is unavailing or impossible, including situations where rates are set by statute or ordinance or where like items are traded in, or where used items are being purchased;
- (c) Where the City and Borough's requirements can be met solely by an article or process obtainable from a known single source. No purchase shall be made pursuant to this subsection except upon written authorization of the purchasing officer certifying that there is no reasonable substitute for the article or process, and that it is clearly obtainable only from a known single source. Notice of the authorization shall be prominently posted in a public place at the offices of the purchasing officer;
- (d) To placement of insurance coverage;
- (e) When public work is performed by the City and Borough with its own employees;
- (f) When it is advantageous to the City and Borough to enter into a contract with a bidder for the same supplies or services such bidder is providing another Alaskan local government, the State of Alaska, a cooperative purchasing association composed of government agencies, or the United States where such supplies or services are being provided to the other governmental unit or association on the basis of competitive bids submitted, and where the City and Borough contract is on substantially the same terms as those bid; or to contract with or through such other governmental unit or association so that the benefit of the responsible bid accrues to the City and Borough; according to regulations adopted by the Manager pursuant to CBJ 01.60;

- (g) When either competitive procedure has been followed, but no bids or quotations are received. In such a case, the manager may proceed to have the services performed or the supplies purchased without further competitive bidding or quotation;
- (h) Reserved;
- (i) Reserved;
- (j) To software systems, and related information technology hardware, that are intrinsic to crossdepartmental CBJ business operations;
- To the selection and commission of artists and the purchase and execution of works of art for municipal facilities;
- (I) To purchases of supplies, services or construction items during, and for the purpose of alleviating, a class 2 emergency; provided that such emergency procurements shall be made with such competition as is practicable under the circumstances. A written determination of the basis for the selection of a particular emergency contractor shall be included in the contract file. A record of all emergency procurements shall be made and shall set forth each contractor s name, the amount and type of the contract, a listing of the items procured under the contract, the record of the manager's justification for the procurement, and the identification number of the contract file;
- (m) To contracts involving lobbying services;
- (n) To services provided by personnel of government agencies, schools, and nonprofit agencies, as authorized by Section 9.14(b) of the Charter. Any contract issued pursuant to this section, including those issued by the docks and harbors department and the Airport, must be approved by the city manager;
- (o) To the purchase of supplies, materials, or equipment by Bartlett Regional Hospital through a Group Purchasing Organization;
- (p) To the purchase of supplies, materials, equipment, or contractual services that are medical in nature and necessary to providing medications, treatment procedures, medical diagnosis, or rehabilitation;
- (q) To the purchase of any goods or services upon a written finding by the manager that competitive purchasing would not be practicable based on cost, timing, and other relevant criteria.

(CBJ Code 1970, § 53.50.090; Serial No. 71-45, § 4, 1971; Serial No. 84-92, § 2, 1984; Serial No. 85-50, § 3, 1985; Serial No. 85-99, § 3, 1985; Serial No. 93-11am, §§ 15—17, 1993; Serial No. 95-32, § 2, 1995; Serial No. 98-31, § 2, 1998; Serial No. 98-35, § 2, 1998; Serial No. 2002-03(am), § 2, 2-11-2002; Serial No. 2005-10, § 2, 4-25-2005; Serial No. 2022-60(b), § 5, 12-11-2023, eff. 1-11-2024)

State law reference(s)—Employment preferences, AS 36.10.005 et seq.

#### 53.50.095 Contracts with disadvantaged business enterprises.

Notwithstanding the provisions of this chapter, the manager is authorized to establish policies and procedures concerning disadvantaged business enterprises. Such policies and procedures may include the following:

- (1) Designation of a disadvantaged business enterprise liaison officer;
- (2) Setting of disadvantaged business enterprise contracting goals and procedures required by state or federal law; and
- (3) Development of a local bonus program in support of disadvantaged business enterprises. The bonus program shall apply to work performed by disadvantaged business enterprises contracting with prime

contractors on City and Borough capital improvement contracts funded with state or local funds only. The bonus program shall include the following:

- a. A certification process to identify disadvantaged business enterprises;
- b. Criteria to confirm whether one or more disadvantaged business enterprises performed commercially useful functions on the contract for which a bonus is sought; and
- c. Payment of a bonus by the City and Borough to the prime contractor. The amount of the bonus shall vary according to the value of the work performed on the contract by disadvantaged business enterprises and according to whether each disadvantaged business enterprise performed work as a subcontractor, manufacturer, or supplier on the contract; but in no event shall the total amount of the bonus to the prime contractor exceed two percent of the original contract award amount.

(Serial No. 80-26, § 2, 1980; Serial No. 90-25, § 2, 1990)

State law reference(s)—Preference for economically disadvantaged minority residents, AS 36.10.180.

#### 53.50.110 Lease of personal property.

- (a) Leases of personal property for a term of one year or less may be negotiated if:
  - (1) The lease is for property which is exempt from competitive bidding purchase requirements; or
  - (2) The cost of acquiring all the property which it would be reasonable to place on the lease is less than \$15,000.00 and the manager has obtained quotations in the manner required for purchases under \$15,000.00. A lease containing a clause giving the municipality an option, at its complete discretion, to renew for terms of one year or less falls under subsection (a)(1) of this section.
- (b) Leases of personal property which do not meet the requirements of subsection (a)(2) of this section or are for terms in excess of one year may be negotiated or entered into subject to the terms of a bid on the lease, as appropriate, if:
  - (1) Bidding procedures applicable to the purchase of the property have been followed to determine the lowest qualified bidder for either the sale or lease of the property; and
  - (2) The manager and the director of the department for which the property is being acquired both certify that:
    - a. The property is necessary to perform a municipal function;
    - b. They believe the property will be required for a period of time which equals or exceeds the term of the lease; and
    - c. They presently anticipate no need for, and have no present intention of, using other property in lieu of the subject property during the term of the lease. Such leases shall contain a clause making continuation of the lease in subsequent fiscal years subject to the appropriation by the assembly of funds for rental payments for such future fiscal years. A lease under this subsection (b) of this section may take any form approved by the attorney and may be denominated a lease, an agreement, or by any other name.
- (c) A lease of personal property may contain, without limitation, one or more provisions relating to the following:
  - (1) Option to purchase;
  - (2) Allocation of a part of the rent to equity;

- (3) Allocation of a part of the rent to interest;
- (4) Transfer of legal title to the municipality before or after an exercise of a purchase option;
- (5) Execution of a financing statement by the municipality;
- (6) A disclaimer that the lease does not constitute a pledge of the full faith, credit, or taxes of the municipality.

(Serial No. 80-52, § 3, 1980)

#### 53.50.200 Authority to dispose of surplus property.

The manager shall have authority to sell, transfer, or destroy surplus property that cannot be used by any department or that has become unsuitable for City and Borough use, as provided in this chapter.

(CBJ Code 1970, § 53.50.200; Serial No. 71-45, § 4, 1971; Serial No. 2002-38, § 2, 11-4-2002; Serial No. 2014-13, § 2, 5-19-2014, eff. 6-19-2014 )

#### 53.50.210 Disposal of surplus property.

- (a) Except as provided in subsection (b) of this section, all surplus property unsuitable for City and Borough use shall be disposed of in accordance with written policies and procedures established by the manager, when the disposal is determined by the manager to be in the best interests of the City and Borough.
- (b) Upon a determination by the manager that the best interests of the public would be served, the manager may transfer any surplus City and Borough property to another governmental or quasi-governmental unit, or to a charitable, civic or non-profit organization, except that where the estimated value of the property to be transferred exceeds \$50,000.00, the transfer may be made only after approval by the assembly by resolution.

(CBJ Code 1970, § 53.50.210; Serial No. 71-45, § 4, 1971; Serial No. 2002-38, § 3, 11-4-2002; Serial No. 2014-13, § 2, 5-19-2014, eff. 6-19-2014 )

#### 53.50.220 Reserved.

Serial No. 2014-13, § 2, adopted May 19, 2014, effective June 19, 2014, repealed § 53.50.220, which pertained to exceptions to disposal procedure. See also the Code Comparative Table.

#### 53.50.310 Nonapplicability of sections 53.50.200 through 53.50.210.

The provisions of sections 53.50.200 through 53.50.210 of this chapter shall not be deemed to apply to property or money subject to confiscation under the laws of the state or of the United States of America, and shall apply to property or money held as evidence only when the same in unclaimed by any person and no other provisions of law are applicable concerning its disposition.

(CBJ Code 1970, § 53.50.310; Serial No. 71-45, § 4, 1971; Serial No. 2014-13, § 2, 5-19-2014, eff. 6-19-2014 )

#### 53.50.400 Authority to debar or suspend.

(a) *Debarment.* After consultation with the City and Borough attorney, notice pursuant to section 53.50.420, and an opportunity for a hearing conducted according to section 53.50.425, the manager may for cause debar a

person from consideration for award of contracts for goods, services, or both. The debarment may not be for a period of more than three years.

(b) Suspension. After consultation with the City and Borough attorney and notice pursuant to section 53.50.420, the manager may suspend a person from consideration for award of contracts for goods, services, or both if there is probable cause for debarment and compelling reasons require suspension to protect City and Borough interests. Suspension shall not be imposed as a punitive measure. The suspension may not be for a period exceeding three months and may not be extended or renewed upon the same cause.

(Serial No. 99-33, § 3, 12-6-1999)

#### 53.50.402 Causes for debarment or suspension.

The causes for debarment or suspension include the following:

- (a) Conviction for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of the contract or subcontract;
- (b) Conviction of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or other offense indicating a lack of business integrity or business honesty that currently and seriously affects responsibility as a City and Borough contractor;
- (c) Conviction or civil judgment finding a violation under state or federal antitrust statutes;
- (d) Violation of contract provisions of a character that is regarded by the manager to be so serious as to justify debarment action, such as:
  - (1) Knowing failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract; or
  - (2) Failure to perform or unsatisfactory performance in accordance with the terms of one or more contracts, except that failure to perform or unsatisfactory performance caused by acts beyond the control of the contractor may not be considered to be a basis for debarment.
- (e) A violation of this chapter punishable under section 53.50.430; or
- (f) A pending petition for protection in bankruptcy, or other evidence that the vendor is unable to meet contractual obligations.

(Serial No. 99-33, § 3, 12-6-1999)

#### 53.50.420 Notice.

- (a) The manager shall issue written notice of a suspension, proposed debarment or both. The notice must:
  - (1) State the reasons for the action taken; and
  - (2) Inform the person of rights to a hearing.
- (b) A copy of the notice under subsection (a) of this section shall be mailed or otherwise furnished immediately to the person suspended or proposed for debarment.
- (c) A suspension is effective upon issuance of the notice under this section.
- (d) A debarment is effective upon issuance of a final decision under section 53.50.428.

(Serial No. 99-33, § 3, 12-6-1999)

#### 53.50.423 Hearing.

- (a) A person issued notice under section 53.50.400 is entitled to a hearing conducted according to section 53.50.425 if the person files a written request for a hearing with the manager within seven days after issuance of the notice.
- (b) If the person requests a hearing, the manager shall promptly schedule one unless the City and Borough attorney determines that a hearing at the proposed time is likely to jeopardize a criminal investigation. A hearing may not be delayed longer than six months after notice is provided under section 53.50.420.

(Serial No. 99-33, § 3, 12-6-1999)

#### 53.50.425 Hearing procedures.

- (a) The manager shall act as a hearing officer or appoint a hearing officer for a hearing conducted under this chapter. The hearing officer shall notify the parties in writing of the time and place of the hearing. The hearing shall be conducted in an informal manner. The appeal procedures of chapter 01.50 do not apply to a hearing conducted under this section.
- (b) The hearing officer may:
  - (1) Hold prehearing conferences to settle, simplify, or identify the issues in a proceeding, or to consider other matters that may aid in the expeditious disposition of the proceeding;
  - (2) Require parties to state their positions concerning the various issues in the proceeding;
  - (3) Require parties to produce for examination those relevant witnesses and documents under their control;
  - (4) Rule on motions and other procedural matters;
  - (5) Regulate the course of the hearing and conduct of the participants;
  - (6) Establish time limits for submission of motions or memoranda;
  - (7) Impose appropriate sanctions against a person who fails to obey an order of the manager, including:
    - a. Prohibiting the person from asserting or opposing designated claims or defenses or introducing designated matters into evidence;
    - b. Excluding all testimony of an unresponsive or evasive witness; and
    - c. Excluding a person from further participation in the hearing.
  - (8) Take official notice of a material fact not appearing in evidence, if the fact is among the traditional matters subject to judicial notice;
  - (9) Administer oaths or affirmations.
- (c) A transcribed record of the hearing shall be made available at cost to a party that requests it.

(Serial No. 99-33, § 3, 12-6-1999)

#### 53.50.427 Recommendation by a hearing officer.

(a) If the manager is not acting as hearing officer, the hearing officer shall recommend a decision to the manager based on the evidence presented. The recommendation must include findings of fact and conclusions of law.

(b) The manager may remand the matter to the hearing officer with instructions, or take other appropriate action.

(Serial No. 99-33, § 3, 12-6-1999)

#### 53.50.428 Final decision by the manager.

The manager shall issue a final decision after the hearing or upon failure of the person to timely request a hearing. The decision shall be issued within 20 days of the hearing or exhaustion of the time within which a hearing may be requested. A decision takes effect immediately. Upon a decision imposing debarment, the contractor remains debarred until a court or the manager orders otherwise, or until the debarment period specified in the decision expires.

(Serial No. 99-33, § 3, 12-6-1999)

#### 53.50.429 Judicial appeal.

A final decision of the manager under section 53.50.428 may be appealed to the superior court in accordance with the Alaska Rules of Appellate Procedure.

(Serial No. 99-33, § 3, 12-6-1999)

#### 53.50.430 Civil and criminal penalties.

The following penalties apply to violations of this chapter:

- (a) A person who contracts with the City and Borough in a manner the person knows to be contrary to the requirements of this chapter is liable for all costs and damages to the City and Borough arising out of the violation;
- (b) A person who intentionally or knowingly bids, proposes, or contracts for goods or services under a scheme or artifice to avoid the requirements of this chapter is guilty of a Class A misdemeanor.

(Serial No. 99-33, § 3, 12-6-1999)

#### 53.50.435 List of persons debarred or suspended.

The manager shall maintain a list of all persons debarred or suspended from consideration for award of contracts. The manager shall, for the period of debarment or suspension, remove such persons from the lists of vendors maintained under section 53.50.050.

(Serial No. 99-33, § 3, 12-6-1999)

#### 53.50.437 Limited participation.

The manager may permit a debarred person to participate in a contract on a limited basis during the debarment period if the manager determines in writing that the participation is advantageous to the City and Borough. The determination shall specify the factors on which it is based and the limits imposed on the debarred person.

(Serial No. 99-33, § 3, 12-6-1999)

# 53.50.440 Reinstatement.

- (a) The manager may, at any time after a final decision to debar a person from consideration for award of contracts, reinstate the person after determining that the cause for which the person was debarred no longer exists or has been substantially mitigated.
- (b) A debarred person may request reinstatement by submitting a petition to the manager supported by evidence showing that the cause for debarment no longer exists or has been substantially mitigated.
- (c) The manager may require a hearing on a reinstatement petition. A decision on reinstatement shall be made in writing within seven days after a reinstatement petition is submitted. The decision must specify the factors on which it is based.

(Serial No. 99-33, § 3, 12-6-1999)

#### 53.50.062 Protests.

- (a) A party may protest award to any other party of a competitive sealed bid or competitive sealed proposal, but such protest shall be heard only if protests have also been filed against the award recommended by the purchasing officer and against any other bid or proposal having a higher ranking than that of the party filing the protest.
- (b) A party shall provide written notice of intent to protest. Notice of intent to protest shall be delivered to the purchasing officer by 4:30 p.m. Alaska time the working day following posting by the purchasing officer of a notice of apparent low bidder or successful proposer. Late notices of intent to protest shall not be considered. The notice of intent to protest shall include the name and address of the protestor and a brief description of the grounds for the protest.
- (c) A written protest shall be filed with the purchasing officer within five working days after posting of notice of apparent low bidder or successful proposer.
- (d) A written protest shall, at a minimum, contain the following:
  - (1) The name, address, and telephone number of the interested party filing the protest;
  - (2) The signature of the interested party or the interested party's representative;
  - (3) Identification of the proposed award at issue;
  - (4) A statement of the legal or factual grounds for the protest;
  - (5) Copies of all relevant documents; and
  - (6) The fee required by section 53.50.080.
- (e) The purchasing officer shall reject an untimely or incomplete protest.
- (f) If a timely and complete protest is filed, the award of the contract shall be stayed until the protest is resolved, unless the manager determines in writing that award of the contract pending resolution of the protest is in the best interests of the City and Borough.
- (g) The purchasing officer shall issue a written response to the protestor within ten working days of the date the protest is filed. If multiple protests have been filed, they may be consolidated for purposes of the response. Copies of the response shall be provided to any other protestor requesting one. The response may include an amendment of all or any part of the recommended award. The manager may, upon written request of the purchasing officer, for good cause shown, extend the date for the purchasing officer's response for such additional period as may be necessary.
- (h) A protestor aggrieved by the purchasing officer's response pursuant to subsection (g) of this section may request review by the bidding review board.
- (i) The protestor may seek review of the purchasing officer's response by providing written notice of intent to request review. The protestor shall notify the purchasing officer of the intent to request review by 4:30 p.m. Alaska time the working day following issuance of the purchasing officer's response. Late notices shall not be considered. A written request for review shall be filed within five working days after the response is issued by the purchasing officer. The notice of intent to request review and the written request for review shall be in the same form as provided in subsections (b), (c), and (d) of this section.
- (j) Upon receipt of a timely and complete request for review of the purchasing officer's response, the matter shall be forwarded to the bidding review board and a hearing date shall be established. Once the hearing date has been established, all bidders or proposers shall be notified of the hearing in writing.

- (k) The bidding review board shall conduct a hearing and issue a recommendation within seven calendar days of the date the referral is made to the board. The bidding review board may, by written notice to all bidders or proposers, extend this seven-day period to a maximum of 30 days. Hearings shall be conducted informally, with due regard for the rights of the parties involved. Hearings shall be recorded.
- (I) The bidding review board's recommendation shall be based on the provisions of this Code interpreted in light of applicable state case law and generally accepted principles of government purchasing as set forth in standard treatises, decisions of the United States Comptroller General, and similar authorities. The recommendation shall contain findings of fact and conclusions of law.
- (m) The recommendation:
  - (1) May include the following:
    - a. A recommendation that a designated bid in a competitive sealed bid or proposal process be accepted as the lowest qualified bid or proposal; or
    - b. A recommendation that one or more bids or proposals be considered or rejected or that the procurement process at issue be canceled;
  - (2) Shall not, except to the extent necessary to correct a failure to follow the procedures required by this chapter, include a recommendation for:
    - a. An amendment of the specifications for a bid or request for proposals;
    - b. A change in the criteria for selection of a proposal; or
    - c. An amendment, reordering, or reassessment of any qualitative judgment in the rating of a proposal;
  - (3) Shall not include a recommendation for:
    - a. Selection or rejection of any additive or deductive alternate; or
    - b. The payment of money, including attorney's fees, by the City and Borough or any party, provided that the recommendation may recommend a refund of protest fees or payment of bid preparation costs by the City and Borough to one or more bidders or proposers;
  - (4) Shall be forwarded to the manager or assembly, as appropriate, for consideration in the award of the contract.
- (n) The protest procedures established by this section, may be adapted for a procurement as necessary to maintain eligibility for state or federal funding for that procurement, provided that no such adaptation may authorize the board to grant a form of relief prohibited by subsection (m)(3) of this section.

(Serial No. 93-11am, § 12, 1993; Serial No. 95-20, § 2, 1995; Serial No. 96-31, § 5, 1996; Serial No. 97-11, § 2, 1997; Serial No. 99-03, § 4, 1999; Serial No. 2001-38, § 2, 7-2-2001; Serial No. 2019-43, § 2, 11-25-2019, eff. 12-25-2019)



 Finance Department, Purchasing Division

 Address: 155 Heritage Way, Juneau, AK 99801

 Email: Purchasing@juneau.gov

 E-Submission: Public Purchase

 Phone: (907) 586-5215 Option 4 // Fax: (907) 586-4561

# RFP No. 25-190 Provision of Internet Services in the Juneau Maritime Industry Zone for the City & Borough of Juneau (CBJ or City) Revised by Addendum #3

Issued By: Mary Johns, Buyer Issue Date: 11/15/2024 Deadline: 12/19/2024 prior to 2:00 p.m., AK Time

<u>Pre-Proposal Meeting</u>: A non-mandatory pre-proposal meeting will be held 12/3/2024 at 10:00 a.m. via teleconference. To attend, call 907-713-2140 Participation ID Code 748914. Contractors interested in submitting proposals should email CBJ Purchasing at <u>purchasing@juneau.gov</u> a minimum of twenty-four (24) hours prior to the scheduled meeting to provide notice of participation and submit any questions. If no requests to attend are received the meeting will be cancelled.

**Contact, Questions& Addenda:** CBJ Purchasing Division of Finance is the sole point for this solicitation. No oral interpretations will be made. Submit any interpretation requests in writing, noting issuing buyer, solicitation number and title, via email to <u>purchasing@juneau.org</u> *The Deadline for Questions is Seven (7) Business Days Prior to the Solicitation Deadline*. If changes to the solicitation are needed, they will be done through written addendum issued as promptly as feasible by the Purchasing Division, to all planholders. 12/10/2024

<u>Submission Instructions</u>: Late responses will not be accepted. Timely responses will be accepted via <u>Electronic Submission</u>\* to CBJ's eProcurement Provider <u>Public Purchase</u>. To respond via Public Purchase, you must complete free online account registration\* or already have a Public Purchase account. \**Registration as may take up to 24-hours to process.* To respond complete the following:

- Acknowledgement\* of the Terms & Conditions (ATTACHMENT A), Insurance Requirements (ATTACHMENT B) and the City and Borough of Juneau Standard Contract Sample (ATTACHMENT C). \*Contractors must acknowledge, acknowledge with exceptions, or not accept the required documents. \*(NOTE: Exceptions: must be reviewed by CBJ RISK & LAW and may not qualify for award.)
- Upload or attach your PDF RFP Response.

**Review of: General Terms & Conditions, Required Insurance & Standard CBJ Contract:** Attached to the RFP are documents required for this project (ATTACHMENTS - A, B & C). Contractors should carefully review all of these attachments. The awarded Contractor must comply with all requirements and will be required to sign the CBJ's contract. *Note: A <u>State of Alaska Business License</u> (SOA-BL) is required to complete the contract award. To obtain a SOA-BL Contractors may be required to file their business with the <u>State of Alaska</u> <u>Corporations Division</u>. Contractors who do not have a current SOA-BL at the time of proposal submission may find it difficult to fulfil this requirement in time to meet the required deadline for contract award.* 

**Purpose & Intent:** The purpose of this RFP is to obtain the best competitive proposal from a responsible and responsive Contractor for the Provision of Internet Services in the City & Borough of Juneau (CBJ or City), Maritime Industry Zone (MIZ). Recently the CBJ IT Department completed a Radio Frequency (RF) study in the MIZ that identifies the required data points and technical specifications required to provide Public Wi-Fi in the expected service area. The primary purpose of offering the free general public downtown Wi-Fi and internet services is to promote a more enjoyable Juneau traveler experience. It is the intent of CBJ co complete and execute a contract with a qualified and reliable Contractor for the provision of these Internet Services as specified.

**About Juneau:** Located in the panhandle of Southeastern Alaska, on the traditional land of the Tlingit people, the City and Borough of Juneau consists of 3,250 square miles and is only accessible by air or sea. Juneau is Alaska's capital and has a population of approximately 31,000 people. Juneau is a temperate rainforest and receives around 92 inches of annual precipitation. Juneau is a major cruise port and welcomed nearly 1.7 million cruise visitors in 2023. For more details on and its tourist industry visit the CBJ's <u>Website</u>.

**Minimum Qualifications:** CBJ is seeking a Contractor with the following minimum qualifications.

- Is based preferably in Alaska and at a minimum must be in North America.
- Is available to provide administrative and account services during normal CBJ work hours.

- Is able to offer reliable 24-hour assistance for troubleshoot outages, and other network service issues.
- Has significant documented experience with mid-to-large organizations providing similar technology upgrades and implementations.
- A satisfactory record of meeting or exceeding satisfactory contractual performance.

**Background:** The City and Borough of Juneau desires to provide its citizens and visitors with access to the internet throughout our Maritime Industry Zones in downtown Juneau, Alaska. Internet access serves as a critical connection between visitors and citizens, their community and businesses, and the world. Providing citizens and visitors with access to the internet at various public facilities will further help enhance our quality of life, provide alternatives from overloaded cellular networks, enhance the tourist experience, promote local businesses, and provide preferred and quicker access to emergency services.

<u>Service Locations</u>: The Juneau Maritime Industry Zones (MIZ) have the City and Borough of Juneau's highest population density during the summer months.

#### See Exhibit A -MIZ Downtown Coverage Area Map

#### There are two zones: Zone A and Zone B.

- Zone A contains the highest population density and the most commercial activity.
- Zone B has less density but still significantly more traffic than normal commercial areas.

Future expansion to other areas may be considered depending upon the success of this project or due to expansion of the Maritime Industry Zones.

**Funding:** The City and Borough of Juneau (City or CBJ) is a government agency and is funding these services with seasonal Marine Passenger Fees (MPF). Funds from the MPF for the FY25/26 Cruise Season are secured, however, the allocated amount may vary annually for subsequent contract renewals. The Contractor may need to identify and provide data reports that assist and support the use of MPF by the CBJ. (See Reporting Requirements section.)

If funds for these services are not allocated or if funding is reduced, limited, or withdrawn, the CBJ may, upon mutual agreement with the Contractor, reduce the scope of work or services, work to negotiate changes in the compensation or terminate the contract. If the contract is terminated, the Contractor will be paid for fully documented work performed prior to termination. Each renewal fiscal year is dependent upon the availability of continued funding and may require City Assembly action or approval and neither is guaranteed.

<u>Contract Term & Changes</u>: The initial contract term will begin upon notice of award and signed contract (anticipated in January 2025) and continue through December 31, 2025. Note that the schedule for the actual provision of Internet Services for 3each year of the contract will be from the middle of April and until early to mid-October. (The exact service dates will be determined with the awarded Contractor and will be based on cruise ship schedules.) This contract will be managed on a calendar year basis with any renewals beginning 1/1/XX and ending 12/31/XX of that same year.

There will be the option to renew the contract for five (5) additional one-year terms by mutual written agreement. If all optional renewals are exercised the final contract expiration date will be 12/31/2029. An email showing mutual agreement to continue the term must be completed and submitted to the CBJ Purchasing Division 30 days prior to term expiration date. (The initial term will end 12/31/2025).

Any Changes, to the contract beyond the annual agreement for the continuation of the term, *including price increases*, must be documented by an authorized written contract amendment using the Contract's 'Changes' provision. Contract amendments will be requested by the CBJ Project Manager and will be drafted by the CBJ Purchasing Division.

<u>Project Manager & Contract Administrator</u>: The Project Manager and subsequent Contract Administrator for this contract will be Chris Murray, CBJ IT Director, from the CBJ Information Technology Department or, upon notification, an alternative assigned designee.

**<u>Permits & Invoicing/Payment</u>**: Contractor must comply with all applicable Federal, State, City laws which have a bearing on this contract and must have all licenses and permits required by the State and/or City for performance of this contract. Payments will be initiated within thirty (30) days upon the receipt and acceptance of the Contractor's invoices. All invoices must be emailed to the <u>CBJ Accounts Payable Office</u> and <u>to the Contract Administrator, or alternative assigned designee</u>.

## SCOPE OF WORK & DELIVERABLES

The following list generally describes and details the anticipated Scope of Work (SOW) and Deliverables needed to satisfactorily meet the expected of internet services requirement from the awarded Contractor. The CBJ understands that the Contractor is the expert in determining what is needed to provide quality services.

The CBJ Project Manager reserves the right to negotiate Scope of Work (SOW) and Deliverables with the selected Contractor on any part of the internet provision component that is necessary to complete the project SOW deliverables.

This may include the exclusion of certain geographic locations from the final Scope of Work, based on the cost/benefit of system deployment, aesthetics, etc. or different unforeseen elements identified by the Contractor's proposal. Any required changes will be documented in writing as negotiated changed for inclusion in the final CBJ Contract document.

#### Experience & Qualifications:

- The Contractor must be regularly and routinely engaged in the business of the provision of professional internet services.
- The Contractor must have adequate technical and financial resources and equipment for the performance or have the ability to obtain and to manage such resources and equipment as required during the performance period of the proposed contract.
- The Contractor must have the necessary experience, organization, technical qualifications, skills, and facilities or have the ability to obtain and to manage them (including any subconsultant requirements).
- The Contractors should identify and include their approach and all strategic plans for maintenance, support, administration, and management of the Wi-Fi network.

#### Services Timeline:

- The Contractor's network service schedule will follow the cruise ship season schedule/calendar, which begins
  mid-April and end in the beginning of October.
- The initial deployment of equipment and operational services are expected to happen in time for the 2025 cruise ship season.

#### Service Obligations & Equipment:

- The proposing firms shall include their most comprehensive and competitive service option plans that identify all costs to install, maintain, perform support, administration and management of the Wi-Fi network as planned and identified in the SOW. CBJ has determined an anticipated acceptable level of services; however, CBJ will consider optional plans. Respondents should propose alternative concepts or solutions, if they think that their plan would provide an adequate level of service, and user satisfaction, at a lower price point.
- The Contractor must provide the public with internet access that will be sufficient to send and receive email, browse, and view websites, and conduct other basic internet activities.
- The system should support "casual" usage and should not be considered an alternative to commercially available Internet access for ongoing business or residential needs.
- The Contractor's equipment and network shall be capable of providing reliable, internet in high traffic, dense population areas.

- The system's signal should penetrate generic buildings to a moderate degree.
- The Contractor's network will have to contended with and formulate a plan to manage the required services within a congested radio signal environment, with cruise ships, residences, government offices, and businesses across approximately three (3) square miles.
- Contractor's network installation must be based on local research, preferably via a comprehensive frequency study.
  - NOTE: A frequency study was completed during the 2024 cruise season. <u>The data set is quite large but</u> it is available to Contractors upon request. Please email <u>Purchasing@juneau.gov</u> and directions on how to retrieve or view the study will be emailed to you.
- The city anticipates a solution with 2.4, 5, and 6GHz Wi-Fi signal with a 60Ghz backhaul using predominantly light poles for mounting locations.
- Contractor's network should have filtering capabilities.
- Contractor's wireless network signal should be capable of scheduling, turning off during evenings, overnight and possibly, other identified dates or times of minimal to no usage.
- Proposed equipment must offer the latest security methods utilizing industry-standard technologies. The system must be upgradeable by way of firmware, software, as new security technologies are standardized.
- All equipment determined necessary to provide the services as described shall be provided by, repaired, and maintained for operational status by the Contractor.
- The management capabilities of the Wi-Fi network must include software utilities to administer and manage user sessions, as well as the ability to create and manage a portal page.
- The management utilities should include the ability to set connection time limits for clients, to help maintain network use integrity.
- The network management capabilities should include the ability to track and report anonymous use statistics.
   These statistics will support the ability to analyze and track system performance and provide metrics for system improvements.
- Internet access *MUST NOT BE* delivered through the City and Borough of Juneau's existing network. At no time shall the Public Wi-Fi network be routed through the city networks.
- If necessary, and with agreement from the city, there is a possibility that the Contractor's equipment may be allowed to be contained in city facilities.

# Installation Locations & Contractor Access:

- Contractor may utilize power and space within city facilities but will not be responsible for costs associated with delivering power to the equipment's location and for modifications to spaces where the equipment will be located.
- If non-city facilities are needed for optimal equipment mounting, the city will assist the awarded Contractor in negotiating access and mounting agreements.
- If needed and agreed to, the Contractor will be allowed access to city facilities for the purpose of installing and maintaining equipment.

# User Engagement Information:

- The Contractor will provide CBJ approved signage throughout the MIZ that alerts potential users of the services and how to access them.
- The Contractor will be allowed to post digital advertising

# **Reporting Requirements:**

- Functional reporting and data may be required from the Contractor as part of the deliverables for the contract.
- Such reports may contain, numbers on maximum usage, typical number of devices at any given time on the network, data on use of bandwidth, signal strength measurements, and periods of free airtime, etc.
- An example of a report may be a report on Wi-Fi statistics showing how users move around a zone, this could be used to help CBJ optimize service operations.
- The Contract Administrator will discuss with the awarded Contractor what data will be useful to the CBJ and a mutually agreeable timeframe for the reports to be submitted will be determined.

# AWARD, EVALUATION CRITERIA & PROPOSAL CONTENT

<u>Award</u>: Following the posting of evaluations and scoring, the successful Proposer will be required to accept the City's contract. If needed, any changes to the scope, schedule, or compensation as lined out in the RFP document may be discussed and must be mutually agreed upon. Changes will be documented in the Contact.

Note: Any agreed adjustments cannot have an effect on the ranking of proposals. If agreement cannot be reached, with the apparent best Proposer, the CBJ will discontinue the discussion and the next highest ranked Proposer will be offered the project. Upon receipt of a fully executed contract, the CBJ will issue a purchase order that will serve as the Notice to Proceed.

**Evaluation Criteria**: To determine the most advantageous proposal for the CBJ, an evaluation committee will review, evaluate, score and rank proposals in accordance with criteria and categories identified below and as stated in the Evaluation Form.

Clarification of submitted material may be requested during the evaluation process. Interviews by telephone or in-person with top ranked Proposers may be conducted at the discretion of the evaluation committee. If interviews are held, finalists will be notified of any interview requirements.

**<u>Proposal Requirements</u>**: Quality responses will demonstrate a concise description of the Contractors experience, performance record, and ability to understand the project requirements. Proposals must emphasize why the Contractor is the best choice to provide the services and thoroughly detail the Contractor's ability to complete the scope of work and deliverables as identified.

The Proposal must provide a <u>table of contents</u> that includes page numbers and follows a defined sequence for deliverables. <u>The page limit for this RFP is 10 pages double sided in no less than 11-point font</u>.

The page limit excludes CV's or resumes, copies of required business or professional licenses, and professional references. NOTE: The Awarded Contractor must have a State of Alaska business license prior to issuance of the notice to proceed.

The Proposal must begin with a one-page or less Summary Letter that briefly describes the Contractor's understanding of project, summarizes qualifications, and denotes capabilities to meet project requirements.

# The letter must be signed by the person who has authority to bind the company with the name and title of the individual signing the proposal clearly below the signature.

Include the following in your Summary Letter:

- The RFP No. 25-190 Provision of Internet Services in the Juneau Maritime Industry Zone for the CBJ
- The Proposer's Company Name (legal name of entity)
- Complete Company Contact Information, that includes the following: Physical address, Mailing address, Telephone number(s) and Fax number(s), Email addresses for all parties involved in the project, Web site address (if available)
- Identify person(s) authorized to represent the company during contract negotiations and the term of the contract. Include their title(s) and contact information.
- Acknowledge receipt of any addenda issued for this RFP.

<u>Understanding & Methodology</u>: (Weight 20%) Points will be awarded based on how well your proposal explains your understanding and methodology planned for this project. Include the following:

- Provide a description that demonstrates your understanding of the purpose of the scope, objectives, and requirements of the project, including the project schedule and deliverables.
- Identify any challenges associated with implementing the work.
- Describe the methodology you intend to practice and demonstrate how it will serve to accomplish the scope of work.
- Discuss any operational plan, problem solving approaches, techniques, standards, or creative methods to be used for getting the job done. Include any proposed project schedule and timeline, identifying any major tasks.
- Describe a complete, practical, approach for completing the scope of work and fulfilling the project requirements.

<u>Management Plan</u>: (Weight 30%) Points will be awarded based on how well your proposal explains the management plan you intend to follow. The plan must demonstrate how you will serve to accomplish the scope of work and achieve the City's objectives. Include the following:

- Define your accountability system, lines of authority and communication.
- Discuss how this project fits into your overall organizational structure and the current workload.
- Discuss your management approach to potential contractual disputes and ability to provide services within budget.
- An organizational chart specific to personnel assigned to accomplish the work, including any subconsultants. NOTE: Sub-consultants cannot be added after contract award without the prior, written consent of the Purchasing Division.
- Individual responsible for decision-making and accountable for the completion of work (project manager), and the extent to which this individual will be available to the City. Provide his/her level of authority.
- Detail a planned work strategy describing your project schedule and planned approach to design, installation, testing and if needed any training. You may want to provide a description or listing of the manufacturers, including model numbers, for your proposed equipment. You must provide a list of subcontractors if you plan to use any.

**Experience & Qualifications: (Weight 25%)** Points will be awarded based on how well your proposal describes your proposed project team's specialized experience, capabilities, and unique qualifications for the performance of the work. Include the following:

- A list of current projects (of similar size & complexity) and previous work experience over the past five
   (5) years that demonstrate your ability to complete this project successfully.
- Include a description of the approach to the work including staff supervision and training.
- You may provide promotional material describing your firm and its services or links to these items in your proposal.
- Include resumes for each proposer's professional staff to be assigned work in the project including any sub-consultants. Resumes must describe each individual's education, specialized training or certification and experience in the area assigned.

- Identify the project manager and key personnel assigned to the project. Identify whether project
  managers will have decision-making authority and their availability to the City via telephone or email
  during normal business hours;
- Provide References (contact name, current phone number, current email, and project name) for three
   (3) completed project listed above; verify that the contacts will be available to provide references during the evaluation period.

<u>Price Proposal (Weight 25%)</u>: Provide a price proposal for total lump sum compensation you expect to receive for the performance of the contract. It will be useful for the CBJ to see a breakdown of line-item costs to complete the project including but not limited things like equipment and labor. Please include all line-item costs that comprise the total.

Note: Any price/fee proposals that are over the maximum budget may require additional requests for funding and therefore are not guaranteed to be approved for award.

The following formula will be used to determine the points awarded for your price proposal.

Points Awarded = <u>(Lowest Price Proposal) x (Maximum Points for Price</u>) Price of This Proposal

#### Evaluation Form:

Evaluator No Proposer			Maximum Score Achievable = 1,000 points
CRITERIA	Weight %	Score (0 – 10*)	Total Points = (Numerical Score X Weight)
Understanding & Methodology	20		
Management Plan	30		
Experience & Qualifications	25		
Price Proposal (determined using formula)	25	Determined by formula	
Rank Grand Total <u>*Point Guide</u> : Outstanding (10 points)_Adec	wate to Good	(6 to 8 point	c)
Marginally Acceptable (3 or 4 points)_Unacceptable (0 or 1 point)_No scores using numbers 2, 5 or 9			

EXH



# **Maritime Industry Zones**



Section F, Item 1.

The following General Terms and Conditions are standard to the City's Purchasing Division for all purchases. Unless otherwise specified in the solicitation document, the following General Terms and Conditions will apply. Other specific terms and conditions may be provided in the solicitation specifications. In the event of a conflict between the general terms and conditions and the specifications, the specifications shall take precedence. The CBJ Purchasing Division, or their designee, will establishing the official Time and Date of receipt of all solicitation responses. Vendor responses to Quote and Bid solicitations will be considered the best and final offer and are non-negotiable.

Addenda: Bidders shall acknowledge receipt of all addenda issued for the solicitation document. Failure to acknowledge all addenda may result in the Vendors' response being rejected as non-responsive. It is the Vendor's responsibility to verify and acknowledge any addenda issued.

Award. Following the posting of evaluations and scoring, the successful Proposer will be required to accept the City's contract. If needed, any changes to the scope, schedule, or compensation as lined out in the RFP document may be discussed, and must be mutually agreed upon. Changes will be documented in the Contact. Note: Any agreed adjustments cannot have an effect on the ranking of proposals. If agreement cannot be reached, with the apparent best Proposer, the CBJ will discontinue the discussion and the next highest ranked Proposer will be offered the project. Upon receipt of a fully executed contract, the CBJ will issue a purchase order that will serve as the notice to proceed.

**Bid Bond/Security**: When requested, bid bonds must be submitted with the Vendor's response and shall be in the form of a certified check, cashier's check or approved bid bond, in a minimum amount of at least 5 percent of the maximum total amount for award. Checks or Bonds shall be made payable to the City and shall be given as a guarantee that the Vendor, if offered the award, will conform with the all specifications, furnish any required documentation, including but not limited to, Payment Bond, Performance Bond and Insurance Certificates. In case of vendor refusal or failure to enter into an agreement, the Check or Bid Bond shall be forfeited to the City. Failure of the Vendor to furnish the required bid security with their response will deem the Vendor non-responsive.

**Bid Surety:** In lieu of a performance bond, when specified in the solicitation, a bidder may post a surety to ensure performance over the entire term of the contract. The surety shall be made payable to the City in the form of a cashier's or certified check or certificate of deposit in the percentage amount stated in the solicitation, of the total contract value. If indicated in the solicitation, an option to withhold a set percentage from Vendor payments may be available as an alternative surety. Failure to supply the surety within the time required may cause the City to declare the bidder non-responsible and to reject their response. If the City cancels the contract due to noncompliance, regardless of the circumstances or contract time remaining, the surety will be declared as liquidated damages and forfeited to the City.

Bid Bond/Surety Return: As soon as practicable, the City will return solicitation securities that are not considered for award. All other required or specified bonds or securities will be held until contract has been awarded.

Changes on Award: For RFPs, the City may amend the scope of work according to the CHANGES provision of the CBJ Standard Contract. For RFB's or RFQ's, all changes in the Scope of Work will be negotiated, and mutually agreed upon in writing and documented by signed amendment.

<u>Contract Cancellation for Cause</u>: If the vendor is awarded a solicitation, the City reserves the right to cancel the contract for cause after initial award by providing written notice to the vendor. Cause includes, but is not limited to, the provision of inferior products other than requested in the solicitation documents, the vendor not meeting contract specifications, or failure to comply with the contract provisions, including notice that the vendor is in violation federal, state, or local laws pertaining to the contract. Upon such cancellation, any bid bond of the vendor shall be forfeited and the contract may be offered to the next responsible, responsive bidder or re-bid.

**Contract Extension:** Any extension of time to complete the scope of work provided in the solicitation, shall only be by mutually agreed upon terms between CBJ and the Vendor. If agreed upon, all terms and conditions shall remain in full force and effect. Unless otherwise agreed upon, vendors must complete the scope of work provided in the solicitation by the deadline provided in the contract and may be subject to damages caused by delay.

**Contract Termination for Convenience:** The CBJ may by prior written notice, terminate this agreement at any time, in whole or in part, when it is in the best interest of the City. In the event that this contract is terminated by the CBJ for convenience, as opposed to termination for cause, the City is liable only for payment in accordance with this agreement for work accomplished prior to the effective date of the termination.

**Cooperative Purchasing:** The City is authorized to extend the opportunity to utilize City contracts with other governmental agencies. The City will expressly state this condition if it is applicable to the solicitation and successful vendors will be bound by that condition. The City is not an agent of, partner to or representative of such outside agencies and is not obligated or liable for any action or debts that may arise out of such independently established cooperative procurements.

**Default:** In case of default by the Vendor, the City may procure the goods or services from another source and hold the Vendor responsible for any resulting excess cost and may seek other remedies under law or equity. If the Contractor defaults, the City may at its discretion, award the contract to the next available firm, based on ranking or price.

#### **DEFINITIONS:** the following terms used shall be defined as:

CBJ or City: is the City and Borough of Juneau,

**Solicitation:** A procurement document, such as Quote (RFQ), Bid (RFB), Request for Proposal (RFP), Statement of Interest (SI), or Request for Information (RFI), that contains information, scope of work, specifications, deliverables, timeline, etc. for goods or services the CBJ intends to procure. **Vendor, Contractor, Proposer, Bidder, Consultant:** a firm or individual seeking to do business with the City and Borough of Juneau, AK and to whom a solicitation may be awarded.

Submittal, Submission, Proposal, Response(s): the document(s) submitted by the Vendor to the CBJ as required by the solicitation document.

Plan holder: a Vendor who is on record with the City for purposes of notification on all City communications concerning the solicitation. Responsive Vendor: an individual or firm who conforms in all respects to the requirements stated in the solicitation.

**Responsible Vendor:** an individual or firm which demonstrates the capability in all aspects to fully perform all solicitation requirements and demonstrates the experience, integrity, perseverance, reliability, capacity, facilities, equipment and credit to assure good faith performance.

**Disclosure:** The CBJ is a municipal corporation and political subdivision of the State of Alaska, is subject to the Alaska Public Records Act, AS40.25.100-220, and the public records provisions of CBJ Charter, section 15.7. Contents of submitted responses to a solicitation will be kept confidential until the intent to award or posting notice is released. Immediately following release, all responses become public information. Any restrictions or prohibitions intending to prohibit public disclosure of any material attached or reference in any response based upon claims of privileged, confidential or proprietary materials, or other similar restriction shall be of no force and effect and all material will be deemed as public records. Trade Secrets and other proprietary data may be held confidential to the extent allowed by law upon request in writing by the Vendor. Material considered confidential by the vendor mus

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clearly identified and marked by page and section and must include a brief statement outlining the reasons for confidentiality. Marking section *F*, *I* as confidential is not acceptable and may be cause for rejecting a response for consideration and award.

**Document Response Disclaimer & File Uploads:** It is the responsibility of the Vendor to submit all solicitation documents, including modifications, in a timely manner. Submitting any response to a solicitation shall be solely at the Vendor's risk. The Purchasing Division will attempt to keep all office equipment used in methods of document receipt, in working order but is NOT responsible for communications or documents that are late, regardless of cause. No Vendor documentation will be accepted as proof of receipt. Prior to any deadline, Vendors are strongly encouraged to confirm receipt of any submitted documents with the Purchasing Division. All electronic files uploaded must be in a common format accessible by software programs the City uses. Those common formats are generally described as Microsoft Word (.doc or .docx), Microsoft Excel (.xls or .xlsx), Microsoft Power Point (.ppt or pptx), or Adobe Portable Document Format (.pdf.). Suppliers will not secure, password protect or lock uploaded files; the City must be able to open and view the contents of the file. Suppliers will not disable or restrict the ability of the City to print the contents of an uploaded file. Scanned documents or images must be of sufficient quality, no less than 150 dpi, to allow for reading or interpreting the words, drawings, images or sketches. The City may disqualify any Submittal Response that does not meet the criteria stated in this paragraph.

**Examination of Solicitation:** Vendors shall thoroughly examine all solicitation documents, including any issued addenda and attached sample contract if applicable. Responses submitted for consideration of award by the Vendor shall constitute an acknowledgement that all solicitation documents have been thoroughly examined and reviewed. Failure of a Vendor to receive, review or examine any solicitation documents including attachments, appendix or addenda shall in no way relieve them of any contractual obligation required by the solicitation. A claim of misinterpretation or lack of knowledge concerning the solicitation document or process is not justification for additional compensation.

Equal Employment Opportunity: In order to be considered for the solicitation, the vendor must not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, disability, familial status, sexual orientation, gender identity, gender expression, or national origin. The vendor will be required to include these provisions in any agreement relating to the work performed under this agreement with contractors or subcontractors. The City is an affirmative action purchaser and encourages small and disadvantaged businesses to submit responses.

Filing A Protest: Protest will be administered in accordance with the Purchasing Code 53.50.062 and 53.50.080. Available from the Purchasing Division or online at <a href="https://library.municode.com/ak/juneau/codes/code">https://library.municode.com/ak/juneau/codes/code</a> of ordinances?nodeld=TIT53PRACDI PTIIOTPR CH53.50PUSUSE 53.50.062PR

Fiscal Funding: The parties acknowledge that the municipality is legally prohibited from encumbering funds that have not been duly appropriated, pursuant to CBJ Charter 9.13. Funding for this solicitation is subject to an appropriation of funds by, and at the sole discretion of, the City and Borough of Juneau Assembly. The parties acknowledge and understand that in the event the Assembly fails to appropriate sufficient funds for this solicitation, the solicitation will automatically terminate without penalty or further municipal liability. A contract award will not be issued unless there is a sufficient appropriation in place for the purchase order or notice to proceed.

Force Majeure Events: Except for the obligation to make payments, neither the CBJ or Vendor shall be in default for its failure to perform, or a delay in performance cause by strikes, epidemics, riots, imposition of laws or governmental orders, fires, acts of God, acts of civil or military authority, embargoes, war, terrorist acts, insurrections, explosions, earthquakes, nuclear accidents, floods, power blackouts affecting facilities and other similar events beyond either the CBJ's or Vendors reasonable control and without its fault or gross negligence. Upon the occurrence of a Force Majeure Event, written notice shall be given to the other Party as soon as practicable and shall promptly confer in good faith to agree upon reasonable actions to minimize any impact. The Party claiming such an event is preventing performance, shall take reasonable actions to mitigate any such delay or failure.

Indemnification: As a material part of this solicitation, the Vendor shall agree to defend, indemnify, and hold harmless CBJ, its employees, volunteers, consultants, and insurers, with respect to any action, claim, or lawsuit arising out of or related to the Vendor's 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, and 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 the Vendor arise immediately upon actual or constructive notice of any action, claim, or lawsuit. CBJ shall notify Vendor in a timely manner of the need for indemnification, but such notice is not a condition precedent to Vendor's obligations and may be waived where the Vendor has actual notice.

Interpretation of Solicitation: No oral interpretations will be made to any vendor as to the meaning of a solicitation. Oral and all other non-written responses, interpretations and/or clarifications shall not be legally effective or binding. Comments concerning defects, questionable or objectionable material and requests for interpretation must be made in writing and received by the Purchasing Division by the deadline indicated in the solicitation documents. If required, changes to the solicitation documents will be made by addendum and sent promptly to all parties to whom the documents have been issued. All addenda issued become part of the solicitation document and resulting final contract award.

Licensing Requirements. Contractor is responsible for obtaining and maintaining all appropriate licenses as required by federal, state or local laws. An Alaska Business License is required to perform most, if not all services in the State of Alaska. Information on obtaining a business or requirements for all professional licenses for AK can be found online at <a href="https://www.commerce.alaska.gov/web/cbpl/BusinessLicensing.aspx">https://www.commerce.alaska.gov/web/cbpl/BusinessLicensing.aspx</a> If requested by the City, proof of licensing may be required prior to award.

<u>Modifications</u>: Modifications to a solicitation response can be delivered in person, by fax, email to <u>purchasing@juneau.org</u> (or via online submission depository if e-responses are allowed by the solicitation), by mail or fax (907-586-4561). Responses must be received prior to the solicitation deadline and will be time and date stamped thereby establishing the official time of receipt. Any modification must not reveal the respondent's price for a formal sealed solicitation and shall be in the form of an addition or subtraction so that final prices will not be known until the solicitation is opened, reviewed and verified. Modifications to a solicitation received after the deadline established for receipt shall not be considered.

Negotiations: Unless expressly specified in the solicitation document, compensation will not be **negotiated**. If so specified, negotiated changes to any Vendor submitted pricing, fee schedule, or price proposal will be documented by contract or signed amendment prior to the issuance of a purchase order.

Nondisclosure & Confidentiality: Contractor agrees that all confidential information to which it has access in performing this contract shall be used only for purposes of providing the deliverables and performing the services specified herein. Contractor shall not disseminate or allow dissemination of confidential information to third parties unless authorized in writing by the City. Contractor shall hold as confidential and will use reasonable care (including both facility physical security and electronic security) to prevent unauthorized access by, storage, disclosure, publication, dissemination to and/or use by third parties of, the confidential information. "Reasonable care" means compliance by the Contractor with all applicable federal and state law, including the Social Security Act and HIPAA. Contractor must promptly notify the City in writing if it becomes aware of any storage, disclosure, loss, unauthorized access to or use of the confidential information. Confidential information, as used herein, includes but is not limited to financial data, bank account data and

information, user lists, passwords, technology infrastructure, and technology data (infrastructure, architecture, operating systems Section F, Item 1.

**Preparation of Solicitation Response:** Responses submitted for consideration, must be carefully, and legibly completed, as required and described in the solicitation documents: i.e. on forms provided, with attached required documents, description of any proposed variances, etc. Responses that contain omissions, irregularities, additions or alterations of any kind may be rejected. Every submittal, formal or informal, shall include signature of an authorized representative to bind the company. Responses containing any material alteration or irregularity of any kind may be rejected. Any erasures or changes must be initialed by the authorized representative signing the response. The lowest qualified response will be considered for award. Except as ordered by a court of competent jurisdiction, the City is not liable for any cost incurred by the bidder for bid preparation.

When a solicitation specifies that only **Hard Copy** responses will be accepted, no oral, electronic mail, facsimile or telephone responses will be accepted. Sealed responses shall be received at the Purchasing Division Office; or their designee as noted in the solicitation, prior to the deadline indicated. Responses shall be delivered in a completely sealed envelope with an affixed label that shows the solicitation title, number, and deadline. The City will not be responsible for the premature opening of, or failure to open, any response not properly addressed and identified. It is the Vendor's responsibility to verify that responses are received prior to the solicitation deadline. Late responses will not be accepted and will be returned to the Vendor.

Postponement of Opening: Sealed responses will be received until the deadline stated in the solicitation document, or such later time as announced by addenda sent to all plan holders at any time prior to the deadline. The City reserves the right to postpone the solicitation deadline at any time.

Pricing & Additions: Submitted prices shall include everything necessary to fulfill the contract including, but not limited to, furnishing all materials, freight, equipment and labor. Submitted pricing must be in U.S. funds. In case of error in the extension of prices, unit prices will govern. A Vendors' response to a solicitation is acknowledgement and acceptance of any proposed fee schedule, deliverables, or timeline specified in the solicitation documents. For the purpose of award, offers made in accordance with any solicitation must be irrevocable for a period of ninety (90) calendar days from the solicitation deadline. Quantities listed are estimates for bidding purposes only. The City does not guarantee any minimum or maximum quantities. The City may request additional units above the amount stated in the solicitation. Additional units in excess of 25% of the original awarded contract will be at pricing previously submitted in the solicitation and accepted by mutual written agreement.

**Price Adjustments:** Unless stated otherwise, unit pricing may be subject to an adjustment once per year of a term contract. Requests for a price adjustment must be submitted in writing a minimum of 60 days prior to the start of the next renewal period and be based on substantiated changes for actual cost differences during the contract period. If the City agrees to the price adjustment, an amendment reflecting the change will be issued. The City may counter the Vendors request for pricing and if no agreement can be negotiated, the City may offer the contract to the next apparent low bidder, or the contract may be cancelled and rebid.

Purchase Order(s) & Payments: The City's purchase order and (if applicable) the Notice of Award, are the only documents that may be used to place orders against any contract(s) resulting from a solicitation. Payment will be authorized and initiated after acceptance of the goods or services by the City. A portion of the final payment may be withheld to insure all conditions of the solicitation are met. Accurate invoices must be submitted to the designated Contract Administrator and the CBJ Accounts Payable Division. Invoices must include, the purchase order number, Vendor's name and phone number. Invoices must clearly and accurately state quantities, item descriptions and units of measure and any discounts or trade-ins. All payments shall be net 30 days upon receipt of complete and accurate invoice(s) unless specified otherwise.

Qualified Vendor: A qualified Vendor is a Vendor who submits the lowest responsive and responsible bid or response. A responsive bid conforms in all material respects to the requirements stated in the solicitation. A responsible vendor has the capability in all respects to fully perform all of the contract requirements, and the experience, integrity, perseverance, reliability, capacity, facilities, equipment and credit, which will assure good faith performance. Responsible vendors will be those who have not defaulted or otherwise failed to perform an awarded City contract and are in good standing with the City finance division as provided below. Each Vendor shall be skilled and regularly engaged in the general class or type of work called for within the solicitation. If requested, the apparent successful Vendor shall submit resumes, references or other documentation, which demonstrates the experience and knowledge of the Vendor, and its key personnel who will be assigned to this contract.

Solicitation Cancellation or Rejection of Solicitation Response: The City may cancel, in whole or in part, any Solicitation when it is in the best interest of the City. The City reserves the right to reject any or all submitted solicitation responses, and to determine which submitted response, if any, should be accepted in the best interest of the City. The City reserves the right to waive any informality in a solicitation. A Vendor may be considered not responsible if a Vendor has previously failed to perform properly or to complete a contract as specified with the City, or another government agency. A response may be rejected and considered non-responsive for, including but not limited to, the following reasons:

- The response is on a form other than that supplied by the City, or is improperly signed;
- The responding Vendor adds any unauthorized conditions, limitations, or provisions reserving the right to accept or reject any award, or to enter into a contract pursuant to an award;
- If there are unauthorized additions or irregularities of any kind which may make the response incomplete, indefinite, ambiguous as to its meaning, or in conflict with the City's solicitation;
- If the responding Vendor omits a price on any item or items on which pricing is required;
- If the response contains any excessively unbalanced prices (either above or below a reasonable price) to the detriment of the City;
- If the Vendor fails to furnish an acceptable bid guaranty; or
- If the Vendor has not acknowledged receipt of each Addendum.

Specifications: Unless otherwise specified as no substitute in the solicitation documents, product brand names or model numbers specified are examples of the type and quality of product required and are not a statement of preference. If the solicitation specifications stated conflict with a brand name or model number describing an item, the specifications will govern. Reference to brand name or number does not prevent an offer of a comparable or better product. When offering a comparable product full specifications and descriptive literature must be provided if requested. Any variance to specifications must clearly indicated and documented by the Vendor. Failure to provide complete specifications and descriptive literature may be cause for rejection of Vendor's response.

Unless clearly stated in the solicitation all items to be shipped must be quoted F.O.B. destination. Any charges associated with shipping are to be imbedded into the unit pricing. Items are to be shipped as economically as possible and packaged as appropriate to contents to minimize damage or loss. Vendor is responsible for filing any freight claims subsequent to shipment. Any loss incurred will be the responsibility of the Vendor.

The City reserves the right to determine suitability of items offered. All goods or materials are subject to approval by the City. Materials used in the fabrication of items must be free of any defects that affect the performance, application and specifications. Any items rejected because of non-conformity of the terms and conditions or specifications of the solicitation, whether held by the City or returned, will be at the Vendor's risk and expense. Vendor represents that all items offered shall be new. Used, shopworn, demonstrator, prototype or discontinued models are not acceptable. Vendor will guarantee.

parts availability for applicable items for a minimum of 10 years or the reasonable life of items, whichever is greater. OEM manuals mu Section F, Item 1. all items upon delivery.

**Subcontracting:** Subcontracting will not allowed without the prior written consent of the Purchasing Division. If subcontracting is approved and allowed, information on the subcontractor and a list of employees and their qualifications must be provided. Subcontractor must abide by all the solicitation requirements.

**Vendor Collusion:** By submitting a bid, the vendor affirms that they have not, either directly or indirectly, participated in any collusion, or otherwise taken any action in restraint of the competitive bidding in connection with the solicitation. Collusion by and between Vendors or City officials will disqualify all parties involved in the act of collusion and may result in those Vendors being disqualified from participating in future solicitations.

Vendor Good Standing with CBJ: Vendors must be in good standing with the CBJ prior to award of any contract and any subsequent contract renewals. The apparent successful Vendor shall have seven (7) business days following notification to correct any outstanding issues. Good standing means the following: all amounts owed to the CBJ are current and the Vendor is not delinquent with respect to any taxes, fees, assessment, or other monies due and owed the CBJ. Vendor must be current in all CBJ reporting requirements including sales tax registration and reporting and any necessary business personal property declarations. If a Confession of Judgment has been executed, the Vendor must be in compliance and current with any terms or stipulations associated with the Confession of Judgment, including any installment payments due. Vendors who fail to timely pay suppliers or subcontractors under CBJ contracts will likewise not be considered in good standing. For the purposes of this provision, the term "vendor" will include all entities that share principal officials and managing members. If a vendor is not in good standing with the CBJ, subsidiaries or other entities created or otherwise controlled by that vendor will also not be considered in good standing with the CBJ.

Failure to meet these requirements may be cause for rejection of your solicitation. To determine if your business is in good standing, or for further information, contact the CBJ Finance Department's Sales Tax Division, at email: <u>Sales Tax Office@juneau.org</u> for sales tax issues, Assessor's Office at email: <u>Assessor.Office@juneau.org</u> for business personal property issues, or Collections Division at email: <u>Collections@juneau.org</u> for all other accounts.

Vendor Name Change & Assignment of Contract: If the Vendor's business name changes or the business is sold, transferred, or assumed by a second party, written notification of the change must be provided to the City's Purchasing Division. The notification must be signed by all Vendor parties involved, and received by CBJ no later than 30 calendar days from the date of change. The notification must state the type of change, reason for change, include the Federal Employer Identification Number or Tax identification Number of all Vendor parties involved, and provide all legal documentation verifying the change. Failure to provide notification within 30 calendar days of the changes may be grounds for purchase order cancellation without further cause. Additional documentation concerning the assignment of payments and acceptance of assigned payments may be required from the assignor and assignee. Any contract resulting from this solicitation may not be assigned in whole or in part without the prior written consent of the City's Purchasing Division and agreement from the user department.

<u>Vendor Obligation</u>: Notwithstanding the expiration date of a contract resulting from this solicitation, the Vendor is obligated to fulfill its responsibilities until warranty, guarantee, maintenance and parts availability requirements have completely expired. Unless otherwise stated in the solicitation, the City will assume that the Vendor has accepted, without reservation or amendment, the whole terms of the contract documents.

Warranty/Guarantee: The Manufacturers maximum standard warranty/guarantee shall apply to all items purchased. Coverage will begin on the date of acceptance of items by the City. All items shall be guaranteed against faulty material and workmanship. Failure of any items to meet specifications or to operate properly in any way will require replacement by the Vendor at no expense to the City. Any claims initiated by the City for warranty/guarantee will be resolved within thirty (30) days of notification at no additional cost. Failure to resolve any claim in the timeframe specified may require the City to correct the issue. Any costs incurred by the City in correcting an issue will be reimbursed by the Vendor. Vendor guarantees that all items offered will be standard equipment and the latest model of regular stock product offered in the manufacturers published specifications. No attachment or part of any item will be supplied that is contrary to the manufactures recommendations or standard practice.

<u>Withdrawal of Response</u>. All submitted responses shall constitute a binding offer to the City as outlined therein and shall be irrevocable after the solicitation deadline. A vendor may withdraw its response by giving written notice prior to the solicitation deadline. After the time last announced for the solicitation deadline and until execution of the contract, no vendor will be permitted to withdraw its response unless the solicitation contract is delayed due to acts by the City.

**INSURANCE REQUIREMENTS**. Consultant has provided certification of proper insurance coverage, including certificate(s) of insurance and amendatory endorsements or copies of the applicable policy language affecting coverage required in this agreement to CBJ, copies of which are attached to this Appendix. Failure of CBJ to demand such certificate(s) or other evidence of full compliance with these insurance requirements or failure of CBJ to identify a deficiency from certificate(s) or evidence provided shall not be construed as a waiver of the obligation of Consultant to maintain the insurance required by this contract. Consultant agrees to maintain insurance as follows at all times while this contract is in effect, including during any periods of renewal.

**Commercial General Liability Insurance.** Consultant must maintain Commercial General Liability Insurance in an amount it deems reasonably sufficient to cover any suit that may be brought against 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 CBJ, its officers, officials, employees, and volunteers. If Additional insured status is provided in the form of an endorsement to Consultant'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).

**Workers Compensation Insurance.** If required by Alaska Statute (see AS 23.30), Consultant must maintain Workers Compensation Insurance to protect Consultant from any claims or damages for any bodily or personal injury or death which may arise from services performed under this contract. This requirement applies to Consultant's firm, Consultant's subconsultants and assignees, and anyone directly or indirectly employed to perform work under this contract. Consultant must notify CBJ as well as the State of Alaska Division of Workers Compensation immediately when changes in Consultant's business operation affect Consultant's insurance status. Statutory limits apply to Workers Compensation Insurance. The policy must include employer's liability coverage of one million dollars (\$1,000,000.00) per injury and illness, and one million dollars (\$1,000,000.00) policy limits. Consultant also agrees to provide evidence of Longshore and Harbor Worker's Insurance and Jones Act coverage if applicable to the work required. If Consultant is exempt from Alaska Statutory Requirements, Consultant must provide written confirmation of this status in order for CBJ to waive this requirement. Consultant grants a waiver of any right to subrogation against CBJ by virtue of the payment of any loss under such insurance. This provision applies regardless of whether or not CBJ has received a waiver of subrogation endorsement from the insurer.

**Comprehensive Automobile Liability Insurance.** Consultant must maintain Comprehensive Automobile Liability Insurance, which coverage shall apply to all owned, hired, and non-owned vehicles, with one million dollars (\$1,000,000.00) combined single limit coverage. This insurance policy is to contain, or be endorsed to contain, additional insured status for CBJ, its officers, officials, employees, and volunteers.

<u>Professional Liability Insurance</u>. (Errors and Omissions): Insurance appropriates to the Contractor's profession, with limit no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate.

<u>Cyber Liability Insurance</u>. Insurance, with limits not less than **\$1,000,000** per occurrence or claim, **\$1,000,000** aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Vendor in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.

For any claims related to this contract, the Contractor's insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 04 13 as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

<u>Waiver of Subrogation</u>. Contractor hereby grants to Entity a waiver of any right to subrogation which any insurer of said Contractor may acquire against the Entity by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Entity has received a waiver of subrogation endorsement from the insurer.

Contractor acknowledges requirements for insurance coverage and must provide a Certificate of Insurance, along with all required amendatory policy endorsements, within five (5) working days of notice of *Intent to Award*. Approved by CS 11.12.24

### **PART I: PARTIES**

This contract is between the City & Borough of Juneau, Alaska, a municipal corporation in the State of Alaska, hereafter "City" or "CBJ," and \_\_\_\_\_\_, a corporation/ limited liability company/partnership organized under the laws of the State of \_\_\_\_\_\_ (with its principal place of business in \_\_\_\_\_\_), and licensed to do business in the State of Alaska, hereafter "Contractor."

### PART II: CONTRACT ADMINISTRATION

All communications concerning this contract shall be directed as follows, and any reliance on a communication with a person other than that listed below is at the party's own risk. Notices required under this contract must be in writing and personally delivered or sent to the address shown below, or by facsimile, and will be effective upon receipt.

City & Borough of Juneau: Name, Title Department 155 South Seward Street Juneau, Alaska 99801 Telephone: Facsimile: e-mail: firstname.lastname@juneau.org Contractor: Name, Title Company Name Address City, State Zip Code Telephone: Facsimile: e-mail: <u>firstname.lastname@company.com</u>

### PART III: CONTRACT DESCRIPTION

This contract is identified as RFP 23-000. The following appendices are attached and are considered a part of this contract, as well as any exhibits or attachments incorporated by reference or attached to those appendices.

Appendix A: Scope of Work, Term & Compensation

Appendix B: Standard Provisions

Appendix C: Insurance

If in conflict, the order of precedence shall be: this document, Appendix A, then Appendix B, then Appendix C.

### PART IV: CONTRACT EXECUTION

CBJ and Contractor agree and sign below. This contract is not effective until signed by CBJ. Contractor represents that the person signing below on its behalf has the authority to do so and that it is a valid and binding contract enforceable in accordance with its terms.

CBJ:	Contractor:
by:	by:
Katie Koester	Name, Title
City & Borough of Juneau Manager	Company Name
Date:	Date:
***********	******************
Content Approved by:	Name, Title, Department
Risk Management Review:	, Risk Management
Form Approved by:	, Law Department

# APPENDIX A: SCOPE OF WORK, TERM & COMPENSATION

### 1. SCOPE OF WORK/EQUIPMENT & SERVICES

a. The scope of work is described in the following documents which are attached to this contract. In the event of a conflict between the provisions of the attachments and this contract, the order of precedence shall be: this document, Attachment 3, then Attachment 1 and then Attachment 2.

Attachment 1: RFP

Attachment 2: Contractor's Proposal

Attachment 3: Negotiated Changes

b. In addition to the above, Contractor agrees to additional terms as follows.

2. TERM: The effective date of this contract shall be the date it is signed by CBJ, and it shall remain in effect until [This will often be the end of the fiscal year in which the contract is signed]. If the contract is to be renewable

at CBJ's option, use the following language:

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If CBJ chooses to exercise its option to renew the contract, it shall do so by providing written notice to the contractor Section F, Item 1. the expiration of the agreement then in effect. The terms of the original agreement, including any mutually agreed upon amenament, remain in effect during any period of renewal and Contractor agrees to be bound during any period of renewal. If the parties wish to amend the contract during any period of renewal, they shall do so by mutual agreement and in writing.

### 3. COMPENSATION & TERMS OF PAYMENT

- a. Compensation. For the scope of work identified above, Contractor will be paid a total sum not to exceed zero dollars & zero cents (\$0.00) inclusive of any compensation for travel and any other expenses incurred by Contractor upon
- b. Additional Terms of Payment.

### **APPENDIX B: STANDARD PROVISIONS**

1. CONTRACTUAL RELATIONSHIP. The parties intend that an independent Contractor relationship will be created by this contract. CBJ is interested only in the results to be achieved as provided in this agreement. The conduct and control of the work will lie solely with Contractor. Contractor is not considered to be an agent or employee of CBJ for any purpose, and the employees of Contractor are not entitled to any benefits that CBJ provides for CBJ employees. CBJ does not agree to use Contractor exclusively. Contractor does not agree to work for CBJ exclusively.

2. **PERSONNEL, EQUIPMENT & SUPPLIES**. Except as provided in the Scope of Work, Contractor represents that it has or will secure at its own expense all personnel, equipment, and supplies required in performing the work under this contract. All of the work required hereunder will be performed by Contractor or under its supervision. None of the work covered by this contract shall be subcontracted except as provided in the Scope of Work.

3. CONTRACTOR QUALIFICATIONS. Contractor warrants that it is fully qualified and is licensed under all applicable local, state, and federal laws to perform his obligations under this Contract. Contractor warrants that it is presently capable and does agree to provide the services outlined in this Contract in a timely and professional manner, pursuant to the terms, conditions, and provisions, and for the compensation and payments provided for in this contract. Contractor agrees that all work and services required or provided under this Contract shall be performed by Contractor. As an independent contractor, Contractor is not and shall not be construed to be a partner, joint venture, employee, or agent of CBJ. Contractor shall not, and is not authorized to, enter into, or make any contracts, understandings, or agreements on behalf of CBJ.

4. **INSURANCE REQUIREMENTS.** Contractor has secured and agrees to keep and maintain in full force and effect, at its own expense, the insurance approved by CBJ Risk Management as outlined in Appendix C. At least 30 days prior to the cancellation, non-renewal, or reduction in the amount of coverage, Contractor shall provide written notice to CBJ Risk Management. Contractor's insurance shall be primary, and any insurance maintained by CBJ shall be non-contributory. If Contractor maintains higher limits than shown below, CBJ shall be entitled to coverage for the higher limits maintained by the Contractor.

**a.** *Deductibles and Self-Insured Retentions.* Any deductibles and self-insured retentions must be declared to and approved by CBJ. CBJ may require Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

- b. *Claims-Made Policies.* If any of the required policies provide coverage on a claims-made basis:
  - 1. The retroactive date must be declared and must be before the date of the contract or the beginning of the contract work.
  - 2. Insurance must be maintained, and evidence of insurance must be provided for at least one (1) year after completion of the contract work.
  - 3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with the retroactive date prior to the contract effective date, Contractor must purchase "extended reporting" coverage for a minimum of one (1) year after completion of the contract work.

5. CHANGES. CBJ 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 Contractor's compensation, must be mutually agreed upon in writing before they will be regarded as part of this contract. No claim for additional services, not specifically provided in this contract, performed, or furnished by Contractor, will be allowed, nor may Contractor do any work or furnish any material not covered by the contract unless the work or material is ordered in writing by CBJ.

6. NO ASSIGNMENT OR DELEGATION. Contractor may not assign or delegate any interest in this contract without the prior written consent of CBJ. Contractor may assign its rights to any payment under this contract without the prior written consen

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CBJ; however, notice of any such assignment or transfer shall be furnished promptly to CBJ by Contractor.

7. **TERMINATION FOR CONVENIENCE**. CBJ may, by prior written notice, terminate this agreement at any time, in whole or in part, when it is in the best interest of CBJ. In the event that this contract is terminated by CBJ for convenience, as opposed to termination for cause, CBJ is liable only for payment in accordance with this agreement for work accomplished prior to the effective date of the termination.

8. DEFAULT & TERMINATION FOR CAUSE. If Contractor fails to perform a material obligation under this contract, CBJ may consider Contractor to be in default (unless caused an event, circumstance, or act of a third party that is beyond Contractor's reasonable control) and may assert a default claim by giving Contractor a written and detailed notice of default. Contractor shall cure the default within the time frame identified in the notice of default, or, if the default is not curable within the time frame specified, provide a written cure plan for approval by CBJ, which approval shall not be unreasonably withheld. Contractor will begin implementing the cure plan immediately after receipt of notice that CBJ approves the plan. CBJ's payment obligations shall be held in abeyance until the default is cured.

If Contractor fails to cure the default, unless otherwise agreed in writing, CBJ may terminate any unfulfilled portion of this contract. In the event of termination for default, the Parties may agree that CBJ's remedy be limited to recovering from Contractor all actual, reasonable costs incurred in securing the work described in Appendix A. CBJ agrees to mitigate damages to the extent required by law, and to provide Contractor with detailed invoices substantiating the charges.

9. UNCONTROLLABLE CIRCUMSTANCES. Contractor shall not be liable for any failure or delay in furnishing equipment, materials, or labor resulting from uncontrollable circumstances which may include fire, explosion, flood, storm, act of nature, governmental orders, hostilities, civil disturbances, pandemics, and strikes. Contractor will give prompt notice to CBJ of any uncontrollable circumstances causing failure or delay in Contractor's performance under this Contract, including an estimate of when performance will be completed. Contractor will fully perform immediately following the conclusion of the uncontrollable circumstances. If Contractor provides notice of uncontrollable circumstances, CBJ has the right, in its discretion, to cancel the contract and receive full reimbursement if uncontrollable circumstances are invoked by Contractor.

**10. SECURITY.** Contractor agrees to abide by all security rules and instructions provided or issued by CBJ. All employees of Contractor assigned to work pursuant to the contract including any subcontractors, or whose work requires unescorted access to secure facilities or data, will comply with procedures and protocols related to criminal justice information system (CJIS) access. CJIS security clearance requirements include consent for fingerprint background checks. If Contractor's employees are not already recognized by the State of Alaska Department of Public Safety, fingerprint cards for Contractor's employees and subcontractors will be provided by Contractor to the Juneau Police Department upon request to facilitate the required background checks.

11. SAFETY. Contractor will comply with all applicable federal, state, and local laws and regulations and will be solely responsible for its own compliance and that of its subcontractors or other designated third-party agents, with all applicable federal, state, and local laws and regulations, including without limitation applicable occupational health and safety laws. Contractor will be solely liable for, and shall independently undertake to defend, any and all unfair labor practice charges, grievances, judicial action or other employee or union claims, as well as general liability and personal liability, related in any way to Contractor's performance hereunder. Contractor agrees to comply with all federal, state, and local procedures and restrictions related to COVID-19 mitigation and all other public health directives. Contractor acknowledges that these procedures and restrictions may change after the effective date of the contract and agrees to comply with the procedures following any such changes.

12. **INSPECTION & RETENTION OF RECORDS.** CBJ may inspect, in the manner and at reasonable times it considers appropriate, all of Contractor's facilities, records and activities having any relevance to this contract. Contractor shall retain financial and other records relating to the performance of this contract for a period of six years, or until the resolution of any audit findings, claims or litigation related to the contract.

**13.** EQUAL EMPLOYMENT OPPORTUNITY. Contractor will not discriminate against any employee, applicant for employment, or subcontractor on the basis of race, religion, color, sex, age, disability, familial status, sexual orientation, gender identity, gender expression, political affiliation, or national origin. Contractor shall include these provisions in any agreement relating to the work performed under this agreement with third-party agents or subcontractor.

14. CHOICE OF LAW, JURISDICTION. The Superior Court for the State of Alaska, First Judicial District at Juneau, Alaska, shall be the exclusive jurisdiction for any action of any kind and any nature arising out of or related to this contract. Venue for trial in any action shall be in Juneau, Alaska. The laws of the State of Alaska shall govern the rights and obligations of the Parties. Contractor specifically waives any right or opportunity to request a change of venue for trial pursuant to AS 22.10.040.

15. COMPLIANCE WITH LAWS & REGULATIONS. Contractor shall, at Contractor's sole cost and expense, comply with all applicable requirements of federal, state, and local laws, ordinances, and regulations now in force, including safety, environmental, immigration, and security enactments, or which may be subsequently enacted. Contractor warrants that it has obtained and is in full.

compliance with all required licenses, permits, and registrations regulating the conduct of business within the State of Section F, Item 1. and shall maintain such compliance during the effective term of this agreement.

16. PAYMENT OF TAXES & OBLIGATIONS TO CBJ. As a condition of this contract, Contractor shall pay all federal, state, and local taxes incurred by Contractor and shall require their payment by any subcontractor or any other persons in the performance of this contract. Contractor shall not be delinquent in the payment of taxes, or any other obligation, to CBJ during the performance of this contract. Satisfactory performance of this paragraph is a condition precedent to payment by CBJ under this contract.

17. CONFLICT OF INTEREST. Contractor warrants that no employee or officer of CBJ has violated the conflict-of-interest provisions of CBJ code regarding this contract. Contractor warrants that it has not solicited or received any prohibited action, favor or benefit from any employee or officer of CBJ, and that it will not do so as a condition of this contract. If Contractor learns of any such conflict of interest, Contractor shall without delay inform the CBJ Municipal Attorney and CBJ's representative for this contract. Contractor warrants that Contractor has no interest, and shall not acquire any interest, direct or indirect, which would conflict in any manner with the subject matter or the performance of this Contract or with CBJ's interests.

**18. PROHIBITION ON LOBBYING.** No part of any funds paid under this contract shall be used for the purpose of any lobbying activities before the City & Borough of Juneau Assembly or the Alaska State Legislature.

**19. INDEMNIFICATION.** Contractor agrees to defend, indemnify, and hold harmless CBJ, its employees, volunteers, Contractors, and insurers, with respect to any action, claim, or lawsuit arising out of or related to Contractor's 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, including the award of any attorneys' fees even if in excess of the provisions of Alaska Civil Rule 82. This indemnification agreement applies to the fullest extent permitted by law and 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 Contractor arise immediately upon actual or constructive notice of any action, claim, or lawsuit. CBJ shall notify Contractor in a timely manner of the need for indemnification, but such notice is not a condition precedent to Contractor's obligations and is waived where Contractor has actual notice.

**20. OWNERSHIP OF DOCUMENTS**. All designs, drawings, specifications, notes, artwork, and other work developed in the performance of this contract become the sole property of CBJ and may be used by CBJ for any other purpose without additional compensation to Contractor. Contractor agrees not to assert any rights and not to establish any claim under any design patent or copyright laws. Contractor, for a period of three years after final payment under this contract, agrees to furnish and provide access to all retained materials at the request of CBJ. Unless otherwise directed by CBJ, Contractor may retain copies of all the materials.

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

**22. CONFIDENTIAL INFORMATION.** Contractor will protect as confidential all proprietary information of CBJ that Contractor receives or obtains during its performance hereunder.

**23. APPLICABILITY OF ALASKA PUBLIC RECORDS ACT**. Contractor acknowledges and understands that CBJ is subject to CBJ Code 01.70.010 (Public Records) and to the Alaska Public Records Act (AS 40.25.120) and that all documents received, owned, or controlled by CBJ in relation to this contract must be made available for the public to inspect upon request, unless a specific exception applies. It is Contractor's sole responsibility clearly to identify any documents Contractor believes are exempt from disclosure under the Public Records Act by clearly marking such documents "Confidential." Should CBJ receive a request for records under CBJ Code or the Alaska Public Records Act applicable to any document marked "Confidential" by Contractor, CBJ will notify Contractor as soon as practicable prior to making any disclosure. Contractor acknowledges it has five (5) calendar days after receipt of notice to notify CBJ of its objection to any disclosure, and to file any action in the Superior Court for the State of Alaska in Juneau as Contractor deems necessary in order to protect its interests. Should Contractor fail to notify CBJ of its objection or to file suit, Contractor shall hold CBJ harmless of any damages incurred by Contractor as a result of the CBJ disclosing any of Contractor's documents in CBJ's possession. Additionally, Contractor may not promise confidentiality to any third party on behalf of CBJ, without first obtaining express written approval by CBJ.

24. FISCAL FUNDING. The Parties acknowledge and agree that CBJ is legally prohibited from encumbering funds that have not been duly appropriated, pursuant to CBJ Charter 9.13. Funding for this agreement beyond fiscal year \_\_\_\_\_\_ is therefore subject to an appropriation of funds by, and at the sole discretion of, the City & Borough of Juneau Assembly. The Parties acknowledge and agree that in the event the Assembly fails to appropriate sufficient funds for this contract, the contract will automatically terminate without penalty or further CBJ liability or obligation on June 30 of the current fiscal year.

25. ENTIRE AGREEMENT. This Agreement, which includes all Appendices and Exhibits, constitutes the entire agreement of the Parties regarding the subject matter of the contract and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter.

**26. SEVERABILITY.** If a court of competent jurisdiction renders any part of this agreement invalid or unenformation will be severed, and the remainder of this agreement will continue in full force and effect.

27. WAIVER. Failure or delay by CBJ to exercise a right or power under this agreement will not be a waiver of the right or power. For a waiver of a right or power to be effective, it must be in a writing signed by CBJ. An effective waiver of a right or power will not be construed as either a future or continuing waiver of that same right or power, or the waiver of any other right or power.

### **APPENDIX C: INSURANCE**

**INSURANCE REQUIREMENTS.** Consultant has provided certification of proper insurance coverage, including certificate(s) of insurance and amendatory endorsements or copies of the applicable policy language affecting coverage required in this agreement to CBJ, copies of which are attached to this Appendix. Failure of CBJ to demand such certificate(s) or other evidence of full compliance with these insurance requirements or failure of CBJ to identify a deficiency from certificate(s) or evidence provided shall not be construed as a waiver of the obligation of Consultant to maintain the insurance required by this contract. Consultant agrees to maintain insurance as follows at all times while this contract is in effect, including during any periods of renewal.

<u>Commercial General Liability Insurance</u>. Consultant must maintain Commercial General Liability Insurance in an amount it deems reasonably sufficient to cover any suit that may be brought against 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 CBJ, its officiens, officials, employees, and volunteers. If Additional insured status is provided in the form of an endorsement to Consultant'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).

**Workers Compensation Insurance.** If required by Alaska Statute (see AS 23.30), Consultant must maintain Workers Compensation Insurance to protect Consultant from any claims or damages for any bodily or personal injury or death which may arise from services performed under this contract. This requirement applies to Consultant's firm, Consultant's subconsultants and assignees, and anyone directly or indirectly employed to perform work under this contract. Consultant must notify CBJ as well as the State of Alaska Division of Workers Compensation immediately when changes in Consultant's business operation affect Consultant's insurance status. Statutory limits apply to Workers Compensation Insurance. The policy must include employer's liability coverage of one million dollars (\$1,000,000.00) per injury and illness, and one million dollars (\$1,000,000.00) policy limits. Consultant also agrees to provide evidence of Longshore and Harbor Worker's Insurance and Jones Act coverage if applicable to the work required. If Consultant is exempt from Alaska Statutory Requirements, Consultant must provide written confirmation of this status in order for CBJ to waive this requirement. Consultant grants a waiver of any right to subrogation against CBJ by virtue of the payment of any loss under such insurance. This provision applies regardless of whether or not CBJ has received a waiver of subrogation endorsement from the insurer.

<u>Comprehensive Automobile Liability Insurance</u>. Consultant must maintain Comprehensive Automobile Liability Insurance, which coverage shall apply to all owned, hired, and non-owned vehicles, with one million dollars (\$1,000,000.00) combined single limit coverage. This insurance policy is to contain, or be endorsed to contain, additional insured status for CBJ, its officers, officials, employees, and volunteers.

<u>Professional Liability Insurance</u>. (Errors and Omissions): Insurance appropriates to the Contractor's profession, with limit no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate.

<u>Cyber Liability Insurance.</u> Insurance, with limits not less than \$1,000,000 per occurrence or claim, \$1,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Vendor in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.

For any claims related to this contract, the Contractor's insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 04 13 as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

<u>Waiver of Subrogation</u>. Contractor hereby grants to Entity a waiver of any right to subrogation which any insurer of said Contractor may acquire against the Entity by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Entity has received a waiver of subrogation endorsement from the insurer.



11/18/2024

# RFP No. 25-190 Addendum No. 1

# Provision of Internet Services in the Juneau Maritime Industry Zone for the City & Borough of Juneau

The following items of the subject RFP are modified as herein indicated. All other items remain unchanged.

# **REFER TO: Service Obligations & Equipment:**

# ADD THE FOLLOWING BULLETT TO THIS SECTION:

• The Contractors plan for services must include the capability for standardized hotspot technology (e.g. ATT Passpoint) to automate secure roaming.

**REFER TO:** Installation Locations & Contractor Access: (first bullet) •Contractor may utilize power and space within city facilities but will not be responsible for costs associated with delivering power to the equipment's location and for modifications to spaces where the equipment will be located.

# ADD THE FOLLOWING:

For Example: On a city owned light pole, the Contractor will have to pay for the work (equipment, installation, wiring, labor, etc.) to get power to the equipment but the CBJ would pay for the power costs itself. if the Contractor uses an AELP pole, it would be part of the charge AELP would bill CBJ to actually use the pole in the first place. CBJ does not anticipate any mounting on privately owned buildings; however, if needed, the process would be the same as listed above; e.g. Installation costs would be paid by the contractor, and any easement cost would be paid by the CBJ.

# ACKNOWLEDGE THIS ADDENDUM IF YOU PLAN TO SUBMIT A PROPOSAL

**This addendum must be acknowledged** or your submitted response may be considered non-responsive. Acknowledgment can be made online at <u>PublicPurchase.com</u> or by signing and returning this form prior to deadline via email to Email: <u>Purchasing@juneau.gov</u> or provide written acknowledgement with your response proposal.

# Company

Signature/Printed Name

Date

**Issued by:** Mary Johns, Buyer,City and Borough of Juneau (907) 586-5215 X 4



# 11/25/2024

# RFP No. 25-190 Addendum No. 2

# Provision of Internet Services in the Juneau Maritime Industry Zone for the City & Borough of Juneau

The following items of the subject RFP are modified as herein indicated. All other items remain unchanged.

# REFER TO: SCOPE OF WORK & DELIVERABLES ADD THE FOLLOWING SECTION:

**Performance & Reliability:** Any implemented network should maintain a minimum of 95% uptime of any managed device and connectivity. The proposed coverage area should have less than 10% geographic gap coverage of little to no signal strength, while maintaining average latency levels to not exceed 50-70ms. The system must have some "self-healing" capabilities in the event of device failure, "hangs," or connectivity problems. Contact and support numbers and information will be provided to report and escalate outages and/or other unanticipated network issues.

The following questions of the subject RFP are answered or clarified herein indicated. All other items remain unchanged.

**1. Question:** The RFP provides for a one-year initial term with five one-year renewals. Will the CBJ also entertain proposals for different initial terms, or allow for flexibility in negotiation contract duration and terms?

**Answer:** As a governmental agency, CBJ has rules for procurement and contracting. Typically, CBJ contracts are not approved for a longer than five-year term. Proposers may choose to provide a reason why potentially longer term may be beneficial for these proposed services and CBJ may take the request into consideration. Changes to the length of contract term may or may not be approved. Proposers should thoroughly review **Attachment C, the CBJ Sample Contract**. If there are terms or conditions that they do not agree to, they must note those exceptions with their submitted proposals. Exceptions must be reviewed by the CBJ Law and Risk Management Departments and may not be approved for award.

- **2. Question:** The RFP notes on page 3 that "The initial deployment of equipment and operational services are expected to happen in time for the 2025 cruise ship season."
  - Can/will the CBJ support a staged deployment of equipment that provides broad coverage of Wi-Fi
    in the port area while allowing the Contractor more time to install for higher density and wider area
    coverage throughout the summer season?

**Answer:** While not ideal, that can be possible. Note that the center of Zone A is our highest visitor density area.

- **3.** Question: Per RFP requirements on page 4, "The management capabilities of the Wi-Fi network must include software utilities to administer and manage user sessions, as well as the ability to create and manage a portal page."
  - Will the CBJ please clarify if this requirement is intended to include a customer-facing captive portal/splash page for the end user to access or pass through before getting internet access? **Answer:** While a captive portal for customers is not part of our initial deployment plan, the system must be capable of providing that service.
- 4. Question: Can the CBJ clarify or expand on its requirements for a management portal page? Answer: The management portal should allow administrative access to manage network access with

features such as authentication and user access control, captive portal functional.,, monitoring, analytics, security settings, bandwidth management, etc.

- **5. Question:** Per RFP requirements on page 4, "All equipment determined necessary to provide the services as described shall be provided by, repaired, and maintained for operational status by the Contractor."
  - Will the CBJ please clarify if it seeks a managed Internet Wi-Fi service where the Contractor maintains ownership of all equipment) or if it seeks to own the equipment itself while having it maintained/supported by the Contractor?
     Answer: CBJ is open to proposals for either option.
- 6. Question: The RFP states on page 4 that the "Contractor's network should have filtering capabilities."
  - Will the CBJ provide any additional details regarding this expectation? For example, does the CBJ expect specific applications and/or services to be blocked, or to only permit family-friendly web browsing services?

**Answer:** Initial deployment should limit filtering to security risks, malicious domains, and known vulnerabilities. Functionality should exist for more broad filtering categories to manage bandwidth and fit CBJ needs.

- Question: Does the CBJ expect the Contractor to carry any liability if end users bypass filtering with VPN or other methods?
   Answer: Barring negligence, liability for the misuse of the public Wi-Fi resides with the end user. They will be notified of this via splash page, or some other method of communication.
- 8. Question: Regarding end user support, can a Contractor meet the support need by providing a QR Code on signage that redirects the end user to a basic support FAQ/information page, or does the CBJ expect the Contractor to provide access to a support phone number or chat bot to assist while users are in the service area?

**Answer:** - See Scope of Work Addition; **Performance & Reliability:** first paragraph of Addendum No. 2 for information.

- Question: Is there A/C power available 24/7 on all light poles along the streets and boardwalk, or are lights controlled by photocells that manage the on/off power to the light poles?
   Answer: There is a mix of both.
- **10. Question:** Can the contractor mount Wi-Fi Access Points (APs) to all light poles, are there are any pole styles/types where this would be prohibited? Are there any esthetic restrictions or guidelines applicable to the installation of equipment on light poles?

**Answer:** It is understood that equipment can't be hidden, all equipment (access points, antennas, customer-premises equipment (CPEs), power supplies, etc.) should not overly negatively impact the appearance of publicly visible areas, and CBJ-owned property.

# ACKNOWLEDGE THIS ADDENDUM IF YOU PLAN TO SUBMIT A PROPOSAL

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Company

Signature/Printed Name

Date

Issued by: Shelly Klawonn on behalf of: Mary Johns, Buyer, City and Borough of Juneau



11/26/2024

# RFP No. 25-190 Addendum No. 3

# Provision of Internet Services in the Juneau Maritime Industry Zone for the City & Borough of Juneau

The following items of the subject RFP are modified as herein indicated. All other items remain unchanged.

# REFER TO: Deadline: 12/12/2024 prior to 2:00 p.m., AK Time CHANGE TO: Deadline: 12/19/2024 prior to 2:00 p.m., AK Time

**ADDITIONAL REQUIREMENTS:** <u>TITLE 36 (Little Davis-Bacon) REQUIREMENTS</u>: If your response exceeds \$25,000.00 and you subcontract or employ anyone to perform any of the Work, the following will apply:

State of Alaska, Department of Labor, Laborers' and Mechanics' Minimum Rates of Pay, AS 36.05.010 and AS 36.05.050, Wage and Hour Administration Pamphlet No. 600, the latest edition published by the State of Alaska, Department of Labor inclusive, are made a part of this contract by reference. The Contractor is responsible for contacting the Alaska Department of Labor to determine compliance with current regulations.

Correspondence regarding Title 36 requirements may be submitted electronically, or paper copies can be submitted by mail. To submit Title 36 documents electronically, go to <u>https://certpay.dol.alaska.gov/portal.aspx</u>. If filing electronically, submit certified payrolls to ADOL at the website above and email a copy of all certified payrolls to the Contract administrator at the email address listed. If Contractor elects to submit paper copies, they should be submitted to the State of Alaska address listed below, with copies mailed to the City, 155 Heritage Way, Juneau, AK 99801, Attn: Contract Administrator Chris Murray, IT Director, email: Chris.Murray@juneau.gov.

Within 10 Days of "Notice of Award/Notice to Proceed" make a list of all Subcontractors. Include their name, address, phone, estimated subcontract amount, and estimated start and finish dates. Send this list to the Wage and Hour Section (contact information below).

Certified Payrolls must be submitted every two weeks. Before the second Friday, each CONTRACTOR and Subcontractor must file Certified Payrolls with Statements of Compliance for the previous two weeks. Indicate "Start" on your first payroll, and "Final" on your last payroll for this Project.

As part of the final payment request package, CONTRACTOR must submit a "NOTICE OF COMPLETION OF PUBLIC WORKS" form signed by ADOL personnel. Contact Information: State of Alaska, Department of Labor and Workforce Development; Labor Standards and Safety Division and Wage and Hour Administration, P.O. Box 11149, Juneau, AK 99811-1149, Phone: 907-465-4842, Web site: <u>https://labor.alaska.gov/lss/whhome.htm</u> If you need additional information, contact the State of Alaska, Department of Labor at 465-4842, and Purchasing at <u>Purchasing@juneau.gov</u>

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The following questions of the subject RFP are answered or clarified as herein indicated. All other items remain unchanged.

- QUESTION: Could the CBJ consider extending the proposal submission deadline by two where we want where the importance of adhering to the project schedule and deadlines, the holiday week creates resource constraints that may impact the thoroughness of proposal responses.
   ANSWER: Deadline has been extended for one week.
- **2. QUESTION:** Does this project require the use of certified payroll? **ANSWER:** Yes. See additional Davis-Bacon requirements issued with this Addendum.
- QUESTION: The RFP states that the network should support casual usage, such as sending emails, browsing, and basic internet activities. Could you clarify the required circuit size for the service period from mid-April to October?
   ANSWER: Specific throughput numbers were not listed in the RFP by intent. Please use your best

**ANSWER:** Specific throughput numbers were not listed in the RFP by intent. Please use your best judgement.

- 4. QUESTION: What are the specific upload and download Mbps requirements for end users? ANSWER: Throughput requirements are listed in the RFP as "casual usage, such as sending emails, browsing, and basic internet activities". Users should have a good experience while using the Wi-Fi.
- 5. QUESTION: The system is required to operate effectively in high-density, high-traffic areas. Could you provide more detailed specifications or performance expectations to ensure compliance with this requirement?

**ANSWER:** Please see the RF study associated with this RFP.

- QUESTION: Can you provide a list of City or other Facilities that are available for access to mount equipment on in the areas zoned for Wi-Fi?
   ANSWER: A list of city facilities is available in our public GIS interface, the CBJ parcel viewer at: http://epv.juneau.org/
- 7. QUESTION: Is it possible to mount AP's under the awnings of Downtown that were recently retrofitted with LED Lighting? If so, since the city put this infrastructure in, can we utilize the same power meant for the lights to power access points and other network gear above the sidewalks? ANSWER: CBJ prefers contractors to run and use circuits specific to the project, as some lighting circuits are switched at the source and others at the light itself. The awarded contractor may research and recommend usage of light circuits already in place, which could be approved.
- QUESTION: Also, is there anything that would prevent us from mounting to the underside of the awnings above the sidewalks?
   ANSWER: This is possible for CBJ owned facilities.
- QUESTION: Is there any other city-owned infrastructure within the coverage scope, besides the light poles, that can be utilized for mounting Wi-Fi or backhaul equipment?
   ANSWER: A map of city owned facilities is available at the CBJ Parcel Viewer: <u>http://epv.juneau.org</u>
- **10. QUESTION:** Are there any channel restrictions on the 802n/ac/ax/be? **ANSWER:** No.
- **11. QUESTION:** Do any of the light poles have fiber available (how many strands), or are there any existing pathways for fiber between light poles or other city infrastructure? **ANSWER:** No and no.
- 12. QUESTION: Are there any height or weight restrictions for mounting Wi-Fi or backhaul equipment on the light poles? Can the shorter decorative light poles on Franklin St. also be used?
   ANSWER: Commercial equipment should be well under the weight limits of the poles themselves. The shorter poles could be used if mounted high enough.

13. QUESTION: Can Free Space Optics be used in this area?

**ANSWER:** It is up to the proposer to choose the technology they want to propose. Juneau does receive heavy snow in the winter and rain in the summer.

# ACKNOWLEDGE THIS ADDENDUM IF YOU PLAN TO SUBMIT A PROPOSAL

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Company

Signature

Date

Issued by: Shelly Klawonn on behalf of: Mary Johns, Buyer, City and Borough of Juneau



12/6/2024

# RFP No. 25-190 Addendum No. 4

# Provision of Internet Services in the Juneau Maritime Industry Zone for the City & Borough of Juneau

The following items of the subject RFP are modified as herein indicated. All other items remain unchanged.

# REFER TO: Purpose & Intent:

**ADD THIS SENTENCE:** This is a solution seeking RFP. CBJ has provided as much information as is available to be focused, but inclusive and not overly limiting on what solutions may be reviewed or accepted. Contractors are encouraged to provide their best-case, cost-effective solutions in their responses based on the information provided by the solicitation process for this RFP. CBJ realizes that there may be different scenarios, related concerns, or variant solutions proposed, that may require revision to the City's expectations. If necessary, these areas would be addressed as negotiated items with the apparent best proposer.

# REFER TO: Service Obligations & Equipment: - the follow bullet -

• The Contractor's network will have to contended with and formulate a plan to manage the required services within a congested radio signal environment, with cruise ships, residences, government offices, and businesses across approximately three (3) square miles.

# DELETE BULLET & REPLACE WITH:

• The Contractor's network will have to contended with and formulate a plan to manage the required services within a congested radio signal environment, with cruise ships, residences, government offices, and businesses across **the identified area**.

The following questions of the subject RFP are answered or clarified as herein indicated. All other items remain unchanged.

1. QUESTION: Under minimum qualifications there is a line that says: Is able to offer reliable 24-hour assistance for troubleshoot outages, and other network service issues. Does the city expect there to be 24X7 support for end users? Can the city elaborate on the expectations of 24-hour assistance with specific issues and expectations of "assistance for troubleshoot outages"

**ANSWER:** There is no expectation of end user support 24/7. However, we should be able to contact the vendor or contractor off hours if technical support is needed. Details will be determined during contract negotiations.

**2. QUESTION:** Is the City willing to use Contractor's standard form of Wi-Fi agreement which is specifically tailored for this type of installation?

**ANSWER:** The CBJ Law Department typically requires the use of the CBJ Contract and the Purchasing Divisions General Terms and Conditions. On occasion the Contractor's agreement may be allowed for use and/or the GT&C's may be modified.

All Contractor agreements or request for changes/edits/deletions, to any of the standard contracting documents must be reviewed by CBJ Law Department. CBJ Law may or may not accept any requests for changes/edits/deletions and may require negotiations, to achieve any final agreement, to be able complete an award.

When responding, Contractor's may redline the areas of the CBJ contract or the GT&C's that areas meed modified with their proposal response, they may also accept, or accept the GT&Cs with exceptions, or not accept the GT&C's and they may propose to use their own user agreement and provide a copy of that with their response proposal.

Exceptions may not qualify for award. Any exceptions noted will be discussed during contract negotiations. If no agreement can be reached, CBJ will cancel negotiations and move to contract with the next highest scoring Contractor.

In Summary, as a governmental agency, the CBJ Law Dept. would like Contractors to use and accept CBJ documents, terms, and conditions as this presents the easiest path to award. Exceptions can be reviewed, and possibly negotiated but aren't guaranteed to be accepted or cleared for award.

3. QUESTION: In the pre-bid discussion, the subject of 24-hour support came up. It was mentioned by the MIS director that this network would potentially be used for public safety, after evaluation. However, the RFP states: Contractor's wireless network signal should be capable of scheduling, turning off during evenings, overnight and possibly, other identified dates or times of minimal to no usage. Internet access MUST NOT BE delivered through the City and Borough of Juneau's existing network. At no time shall the Public Wi-Fi network be routed through the city networks. Can CBJ Please offer up some clarity on this potential new requirement supporting public safety to include capacities and network segregation requirements?

**ANSWER:** There are no added requirements at this time. As noted in the preproposal teleconference the current RFP is for public Wi-Fi services as stated. It was discussed that there may or may not be added requirements depending on how well this service works. Any changes or additions to the current specifications are unknown at this time. If changes were to be made in the future they would be addressed through negotiations with the awarded Contractor and documented through a written contract amendment.

### 4. **QUESTION:** Does CBJ expect a bid for "Proposed Zone B Addition?" – See Exhibit A.

**ANSWER:** This is unknown at this point. If services were to be added it would be the CBJ's discretion to determine the best method or process to provide additional services. Those choices could include negotiations with the awarded Contractor to make the changes or additions. Any changes to the contract would be documented through a written contract amendment. Another choice would be for the CBJ to issue another solicitation for the services. There are no current plans to make any changes to any of the work specified.

- QUESTION: Can CBJ provide information to bidders as to when and where the public bid opening will be? ANSWER: This is a Request for Proposals (RFP). There are no public opening for RFPs, only Bids have public openings.
- 6. QUESTION: Will CBJ require either a Bid bond or performance bond for this project? Will they need to be present at submittal or would they be negotiated during the award process? They aren't explicitly mentioned in the RFP but are referenced in the general terms document.
  ANSWER: There is no is bid bond or performance bond for this project as it is not explicitly mentioned. In the CBJ GT&C's it states Bid Bond/Security: (When requested,) It is not requested in the solicitation so there is no requirement.
- 7. QUESTION: Does a finalized work plan need to be provided at submittal or after award and negotiation? ANSWER: Unclear on what the question is. All Proposals submitted needs to all inclusive of your firms plan to solve the problem as identified in the RFP. Any required or necessary changes to Contractor's submitted proposals would be done through negotiations with the selected Contractor.
- 8. QUESTION: Who owns Scope to bring AC power to the Light poles including Permitting? ANSWER: CBJ is seeking all-inclusive solution from Contractors for the Provision of Internet Services in the Juneau Maritime Industry Zone. Contractors are expected to complete all work associated to complete the project and should provide this in their submitted proposals.

- QUESTION: Can you confirm that CBJ owns Scope for Pole Structural studies for our gear attached and CBJ owns scope for Pole Augmentation?
   ANSWER: For the purpose, of this RFP any structural studies or augmentation scopes are the responsibility of the proposer.
- 10. QUESTION: What is a typical timing for Permitting turn around where the proposer needs Permits to build and what is the Cost for Permitting to build where needed?
   ANSWER: Depending on the plan proposed there are varying scenarios for this. Contractors are encouraged to contact the City and Borough of Juneau Community Development Department to discuss what would be an expected timeline and anticipated costs to complete their proposed project plan. Timelines and all costs for the project deliverables should be identified in the Contractor's submitted proposals.
- 11. QUESTION: Bullet 6 of "Service Obligations & Equipment" says "The Contractor's network will have to contended with and formulate a plan to manage the required services within a congested radio signal environment, with cruise ships, residences, government offices, and businesses across approximately three (3) square miles." However, the MIZ Zones B and A are significantly smaller than 3 square miles, totaling between 5-10 million sq ft (less than a third of a square mile). Please confirm that the geographic scope is only Zones A and B as shown in the Maritime Industry Zones map included in the RFP? ANSWER: The RFP states clearly that this deployment is for the Maritime Industry Zone (MIZ) only. Approximately, 3 square miles may be a typo or mismeasurement and has been addressed and amended.
- 12. QUESTION: Is E911 Phase II Geolocation accuracy required for this Wi-Fi system or not at this time in this proposal?
   ANSWER: No, E911 Phase II Geolocation accuracy is not required, this RFP is specific for Wi-Fi data

services.

- 13. QUESTION: Who is the current Wi-fi provider in the Senate buildings as mentioned on the call? Do they have Cisco switches now? ANSWER: This is unknown to the City. Contractors that want this information may want to check with internet service providers or building occupants to make this determination.
- 14. QUESTION: Is there a specific expected MDF specific location or location options where the Head End? ANSWER: No, proposer can propose or negotiate use of a city owned MDF if they wish to propose that as part of their solution.
- 15. QUESTION: Gear is to be located, where Wireless is turned back into Fiber to the Core? ANSWER: This question is unclear but no technical specifications for equipment locations has been identified as required. This is a solutions RFP that allows for Contractors to propose their best plan to solve the project requirements.
- **16. QUESTION:** On average, the cited 1.7 million visitors over 6 months would come to nearly 10k visitors per day. **However, what is the peak number of Cruise Ship visitors debarked at the same time who might use the system?**

**ANSWER:** This can vary from year to year and day to day. Contractors are encouraged to review previous years Cruise Ship Calendars. Refer to this link: <u>https://juneau.org/newsroom-item/2024-juneau-cruise-ship-calendar</u> to make educated decisions on what day are typically high usage days, knowing that this is only an estimate and that during a new Cruise Ship Year daily totals could vary.

**17. QUESTION:** Does the city have a list of preferred contractors? Can we please get a copy of that list? **ANSWER:** No, there is no preferred contractors list.

**18. QUESTION:** Please elaborate on the mounting of Contractors equipment with regards to available poles?

**ANSWER**: If mounting equipment on existing poles is part of your proposal it would need to be determined by the Contractor and would be on a case-by-case basis depending on the pole and the size of the equipment. The poles are owned by both the City and the local power company, Alaska Electrical Light & Power (AELP), depending on the pole. AELP has a program for third party equipment being mounted on the poles.

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Company

Signature/Printed Name

Date

**Issued by:** Mary Johns, Buyer, City and Borough of Juneau



# City and Borough of Juneau Public Internet Services

Response to RFP No. 25-190 Provision of Internet Services in the Juneau Maritime Industry Zone for the City and Borough of Juneau

# December 19, 2024

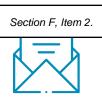
# Submitted by:

Marissa Utrup, Client Account Manager III (907) 519-9857 | marissa.utrup@acsalaska.com



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December 19, 2024



Proposer's Company (Legal) Name: Alaska Communications Internet, LLC Address: 600 Telephone Avenue, Anchorage, AK 99503 Phone: (907) 297-3000 / Fax: (907) 297-3100 Website: alaskacommunications.com

**ATTN:** City and Borough of Juneau Purchasing Division of Finance **Subject**: RFP No. 25-190 Provision of Internet Services in the Juneau Maritime Industry Zone for the CBJ

Alaska Communications is pleased to submit the enclosed proposal responding to the City and Borough of Juneau's ("the City" or CBJ) Request for Proposal seeking a public Wi-Fi system in its Maritime Industry Zone.

The City is seeking an Alaska-based contractor who can deliver a robust system accommodating the thousands of travelers visiting Juneau during the cruise ship season. As a technology leader with documented success on these types of projects and a shared commitment to enhancing the experience of Juneau visitors and residents, Alaska Communications is uniquely qualified to meet and exceed the City's asks and expectations for this project.

Backed by our robust service and support structure, our local teams in Juneau and our organization as a whole are well prepared for this project. We have a detailed solution design, project plan, and local contractors lined up to allow us to hit the ground running toward the City's goals and targets. We look forward to your review of this proposal and to further discussion of how we can deliver a best-inclass solution and service to the City, its visitors, and its residents.

**Acknowledgement of Addenda.** Alaska Communications received, signed, and returned Addenda 1-4 for this RFP.

**Person(s)** Authorized to Represent the Company. Dale Knipp, Sr. Vice President, Business, is the lead contract negotiator in cooperation with the Alaska Communications legal team. Final signature will come from Alaska Communications' Chief Executive Officer or Chief Financial Officer. Contact: (303) 521-6600 or dale.knipp@acsalaska.com.

Sincerely,

Matthew W. McConnell

Matthew W. McConnell Chief Executive Officer Alaska Communications Phone: (303) 834-0713 Email: matthew.mcconnell@acsalaska.com

# **Email Addresses for Project Personnel**

Richard Rhyner, Sr. Project Manager richard.rhyner@acsalaska.com

Kate Pearson, Service Delivery Manager II kate.pearson@acsalaska.com

Marissa Utrup, Client Account Manager III marissa.utrup@acsalaska.com

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Attachment A: Alaska Business License

Attachment B: Resumes of Key Personnel

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Attachment D: Signed Addenda

# **1.0 Introduction**

# Aligning Our Missions: A Critical Technology Investment for Juneau and for Alaskans

The City and Borough of Juneau is seeking a comprehensive, forward-looking public internet solution for its Maritime Industry Zone (MIZ). This area is a bustling spot for tourists during the summer, but thousands of people trying to use cellular and wireless internet services causes major congestion pains for both visitors and the City.

With a history of supporting Alaskans' technology needs for more than 100 years, Alaska Communications believes in your mission and goal of delivering a positive experience for visitors to Juneau and to our state. In many ways, the City is investing in a first impression – one that says Juneau is both a wonderful place to visit and a fantastic place to live. As an Alaskan company with many employees who call Juneau "home," we are confident that this project will be a major boon to the city and Alaska as a whole. Getting this right is important to us. Our proposed design isn't just "good enough" – it's a best-in-class, scalable approach that will make an immediate, positive impact. As technology leaders and Alaska residents, our solution is one *we* would want to use in our everyday lives. We believe your visitors and residents will enjoy it for many years to come.

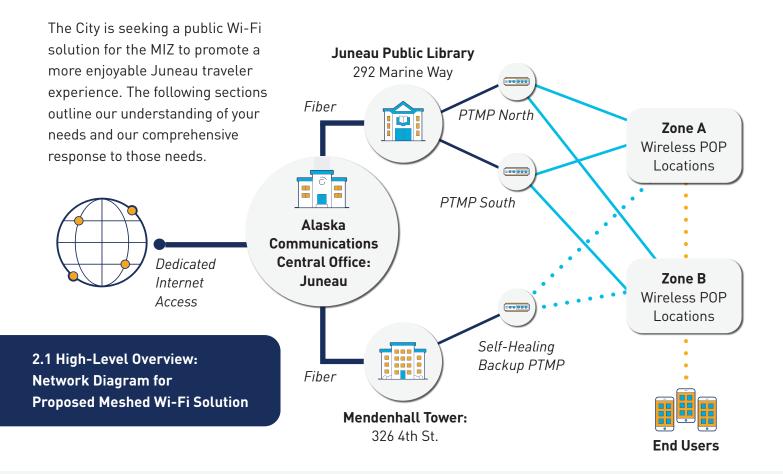
Section F, Item 2.

Alaska Communications' mission is to change lives through technology. We want to connect Alaskans to the rest of the world, and we believe the CBJ's investment in this critical infrastructure won't just enhance the visitor experience in Juneau; it will propel our state's technology footprint forward in a world that is constantly changing and advancing.

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Section F, Item 2.

# 2.0 Understanding and Methodology



# 2.2 Key Features and Benefits of the Proposed Solution

Support for thousands of simultaneous users, with filtering capabilities to ensure availability of basic internet services like messaging, checking email, and web browsing.

# Fully managed, maintained, and supported by local

technicians in Juneau and backed by 24x7 network monitoring and dedicated, comprehensive customer service and technical support.

# Highly reliable, dedicated connection to the internet via Alaska Communications' fiber optic cable infrastructure in Juneau.

# Proposed solution and equipment meet or exceed the Clty's requirements

and expectations outlined in its RFP and accompanying addenda.

# Up to 120 Wireless POPs

distributed throughout Zones A and B to create a true meshed network with self-healing capabilities, allowing visitors to seamlessly use the internet when moving around the area.

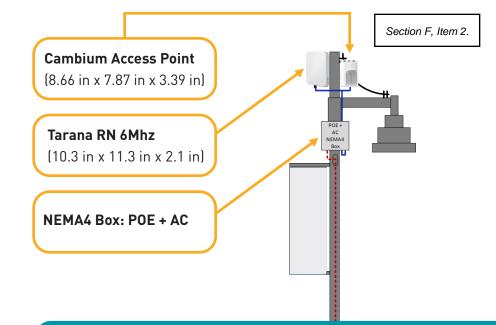
# Scalable, flexible design that can be expanded or enhanced with additional features, such as private Virtual Local Area Networks (VLAN), Smart Queue Management, and LAN Cache.

# 2.3 Wireless Point of Presence (POP) Light Pole Concept

Each Wireless POP will include the following mounted equipment:

- (1) Cambium Outdoor Access Point delivering public internet via a password-protected SSID
- (1) Tarana G1 Radio for data uplink to the network.
- (1) NEMA electrical enclosure for conversion of AC power to Power over Ethernet (PoE)

Our solution pricing includes all necessary electrical and permitting work required to install these Wireless POPs.



# 2.4 Seamless Integration with Other Technology & Services

Each Wireless POP will be capable of delivering POE Out. This would allow the City to add additional equipment, such as security cameras, to these locations in the future, saving additional time and resources.



# 2.5 Identify any challenges associated with implementing the work.

**Timeline**. While technically feasible, it will be challenging to meet the City's goal of having this solution completely up and running by mid-April. Weather conditions in Alaska are always a factor, but this will be especially true during February and March, when the bulk of the work would have to be completed.

**Unknown State of Light Poles.** It is unclear how many light poles in the MIZ are already equipped with 24/7 power to accommodate Wireless POPs. Some poles may also need updates to meet code requirements. These updates will affect the total cost of the project.

**Budget**. The City's goal of delivering a positive internet experience to potentially thousands of simultaneous users means that the cheapest solution is not going to deliver the results you want. The City will need a high bandwidth internet circuit, broad coverage, and experienced support to deliver its desired experience to visitors and residents.

# 2.6 Describe the methodology you intend to practice and demonstrate how it will serve to accomplish the scope of work.

Alaska Communications' project management team uses Project Management Institute (PMI) best practices to minimize risk and promote a positive experience for our customers, especially during complex projects like yours. In addition, our service delivery team will work with your cross-functional team of experts to ensure your project stays on track both externally and internally at Alaska Communications. Below is an overview of the key components of our service delivery approach and a description of how they will help us accomplish your scope of work.

# Service Delivery Methodology

**Internal Planning.** Your project manager will gather the internal transition team of engineers, technicians, service delivery, and account managers for a kickoff meeting. At that meeting, your team will confirm the detailed project scope to develop the work breakdown structure.

**Communication.** Next, your project manager will reach out to discuss your expectations and confirm timelines. Throughout the process, your project manager will maintain close contact with you to provide consistent updates, answer questions, and proactively address any concerns or potential issues.

**Kickoff Meeting.** Once your project manager has fully gathered resources and communicated next steps, a formal kickoff meeting is held. This will be your opportunity to meet the full team responsible for connecting your services and managing the project. Our team will confirm they understand your needs and unique circumstances and tailor their work accordingly.

**Implementation and Cutover.** The team will begin to install, provision, and test services according to the agreed upon schedule. Your project manager will maintain contact and be your personal advocate internally to coordinate the delivery of your services and make sure your solution is effective and meets your expectations.



# 2.7 High-Level Preliminary Project Plan and Timeline

Below is a high-level, preliminary project plan for the City's project. We anticipate further discussion with the City to refine this plan and outline a detailed approach to phased implementation.

Task	Description	Duration	Start	Finish	
Initiate	Initiate				
Contract Finalized and Executed	Customer proposal evaluation period, award, and contract negotiation through execution.	27 Days	12/20/2024	1/15/2025	
Design					
Detailed Engineering	Identification of specific locations for installation, power needs, and other applicable needs for finalization and execution of design.	8 Days	1/16/2025	1/23/2025	
Build: Initial Phase					
Installation and Provisioning		72 Days	1/24/2025	4/3/2025	
Testing and Turn-Up		12 Days	4/4/2025	4/15/2025	
Go Live		3 Days	4/15/2025	4/18/2025	

# **Build: Second Phase**

This sample schedule reflects a phased approach that focuses first on installation at locations that have existing appropriate 24/7 power. Locations that require power installation, modification, or other related remediation will be installed and activated as a second phase. The schedule for the second phase will be developed in cooperation with the City and Borough of Juneau once the specific locations and remediations are identified.

# Assumptions:

- All work will be performed from accessible roads or walkways, such as boardwalks. Install work will not be performed from water or beneath the pier.
- 120/240V A/C Power with a capacity of 200W is available at light poles.
- The City will allow installation of Alaska Communications fiber into Juneau Public Library, including a fiber and power path to the roof, or other City-owned facilities that may be identified.
- We assume we will provide structural pole analysis. Reported findings will be presented to the City for further discussion and planning.

# Exclusions

- Light poles powered by 480V A/C, light poles with power supplies of less than 110V, and DOT light poles.
- Addressing any code upgrades identified during the execution of the work.



As part of our solution, Alaska Communications' network experts will fully manage, maintain, and support your public Wi-Fi system. This allows the City to focus on getting the most out of its solution by relying on our vast knowledge and experience managing similar systems. We are your technology team, and we are focused on creating a seamless experience for both you and your end users. Dating back to the City's Request for Information (RFI) related to this project in 2023, Alaska Communications has had teams across our organization involved in the development and design of your solution. The information provided here is a reflection of Alaska Communications' top-to-bottom commitment to developing a best-in-class solution for the City that serves as a model for cities across the state and the country as a whole.

### 3.1 Define your accountability system, lines of authority and communication.

Alaska Communications' organization chart is included on the following page. This chart shows the key personnel assigned to your project, as well as their lines of authority.

Each member of your project team will remain in close communication regarding your project. A project like this requires leadership involvement from the start, so you can be confident that each person outlined in our organization chart will stay up-to-date on the status of your project and your satisfaction with our services. Following contract award, the City will receive a detailed **escalation matrix and contact information** for all involved teams. **Dedicated Personnel.** The City will benefit from multiple direct lines of communication, including:

- Your Project Manager, who oversees the detailed implementation of your project.
- Your Service Assurance Manager, who monitors your network and provides service performance reports and data.
- Your Client Account Manager, who regularly checks in with you to ensure you are satisfied with your services and your experience as an Alaska Communications customer.

# **3.2 Technical Support and Escalation**

In our incident management process, identification is at the reception of an alarm or alert, or when the City notifies Alaska Communications of an issue. When alerted to an incident, we log, categorize, and prioritize it to determine its impact. After we log an incident into our systems, we follow a strict process of diagnosis response, and (if necessary) escalation to the appropriate tier of support. Once an incident has been resolved, we verify service has been restored before closing out the incident in our systems. The City will receive a detailed escalation matrix for support prior to service turnup.



The City will have 24/7 access to our Managed Service Desk at our

Integrated Network Management Center (INMC) to provide immediate remote support for potential service issues. The INMC is staffed 24/7 with technicians and support personnel at our Network Operations Control Center (NOCC) in Anchorage, ensuring your staff can always speak to an Alaskabased technician for support.



# The City will receive 24/7 Active Monitoring from

our INMC to provide you with proactive outage reporting and resolution. Our INMC tracks and resolves problems, escalating to the appropriate teams as needed. This team supports our highly qualified support technicians stationed in Juneau, who will be available to provide onsite support in the event of an issue.

# A dedicated Service Assurance Manager

(SAM) will act as your network manager at Alaska Communications. Your SAM works in tandem with the INMC to ensure you receive timely communication in the event of an issue. Your SAM will serve as a point of contact for issues and will meet with you regularly to review service reports and metrics.

# Integrated Network Management Center Delivers 24/7 Monitoring and Support

Your services include 24/7 network monitoring through Alaska Communications' dual Network Operations Control Centers (NOCCs) – one in Anchorage and one in Hillsboro, Oregon. Linked together, these centers create our Integrated Network Management Center (INMC). Through this advanced and geographically diverse and resilient infrastructure, you will receive around the clock performance monitoring to manage service issues and aid in quick resolution. Should one NOCC suffer a service-impacting event, your monitoring services will fail over to the other facility to deliver continuous service and support.



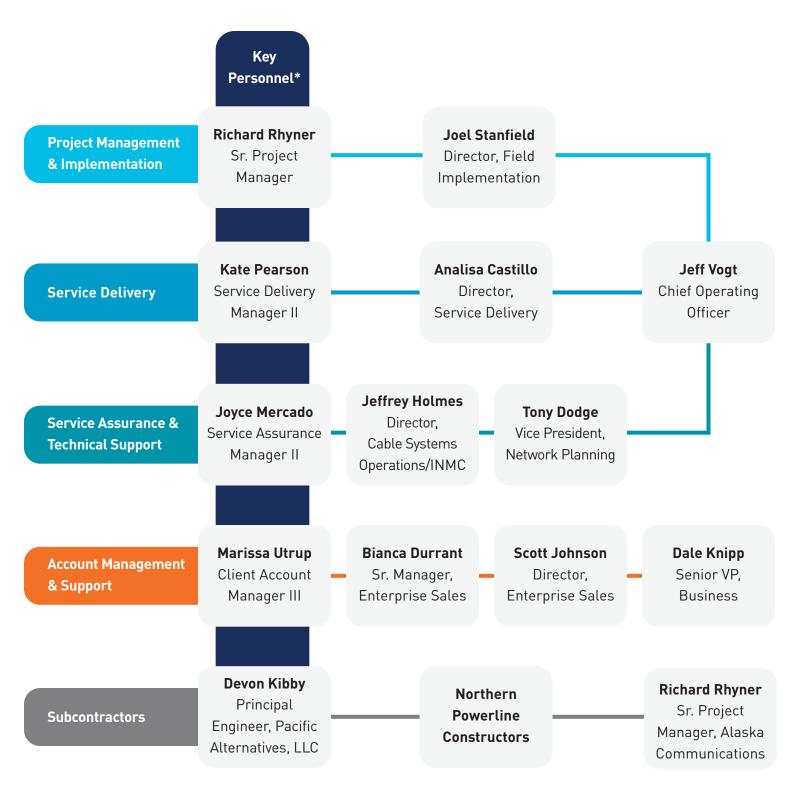
# 3.3 Discuss how this project fits into your overall organizational structure and the current workload.

As a premier internet service provider, we install and support wireless systems like this every day across the state. We are your local technology experts, and we stand ready as an organization to deliver the best-in-class solution you are seeking. Due to the size and complexity of the project and the City's desired timeline, we will dedicate existing Alaska Communications personnel to this project and add additional staff, as needed.

# 3.4 Individual responsible for decision-making and accountable for the completion of work (project manager), and the extent to which this individual will be available to the City. Provide their level of authority.

Richard (Rick) Rhyner, Sr. Project Manager, will be available to the City by phone or email from 7 AM to 5 PM Alaska time, Monday through Friday. An alternative availability window, including extended hours, can be arranged in coordination with the City. Rick has decision-making authority and reports to Joel Stanfield, Director, Field Implementation. Rick and Joel will be accountable for the completion of work on your project. A full organization chart showing lines of accountability is included on the following page. 3.5 An organizational chart specific to personnel assigned to accomplish the work, including any subconsultants.

# Alaska Communications' Organization Chart



\* Resumes for key personnel are included in Attachment B.

3.6 Detail a planned work strategy describing your project schedule and planned approach to design, installation, testing and if needed any training. / Discuss any operational plan, problem solving approaches, techniques, standards, or creative methods to be used for getting the job done. Include any proposed project schedule and timeline, identifying any major tasks. / Describe a complete, practical, approach for completing the scope of work and fulfilling the project requirements.

**Project Schedule.** A preliminary project schedule is included in Section 2.0. Our strategy includes a phased approach in which we first install Wireless POPs on light poles that are already equipped with appropriate power. For the second phase, Alaska Communications would coordinate with the City regarding installation at light poles requiring more in-depth electrical and/or engineering work. This allows us to focus on establishing broad coverage on the network by the City's target date of mid-April.

Approach to Design. Our planned work strategy makes the most of Alaska Communications' footprint in Juneau. We have a full implementation and support team already based in Juneau, as well as a robust fiber network connecting Juneau to the rest of the state and the world. As part of our work strategy, we will work closely with Pacific Alternatives, LLC (PAL), an electrical engineering and design company based in Juneau. These local experts will help Alaska Communications navigate the complexities of permitting and construction on this project. The following page contains a preliminary high-level overview of our electrical engineering and design scope.

# Approach to Installation, Testing, and Training.

Our local and statewide staff are equipped with the training and experience needed to install and test your solution. The products included in our solution design, such as the Tarana network equipment and Cambium access points, are products we work with every day. Our technicians will be equipped with a scope of work that includes step-by-step installation and testing instructions. They'll also receive onsite vendor training from our partners, as needed, before setting out to complete the work.

# 3.7 Discuss your management approach to potential contractual disputes and ability to provide services within budget.

Our management team firmly believes that avoiding and resolving contractual disputes lies foremost in achieving an open and good working relationship between Alaska Communications and CBJ. Not only does Alaska Communications have a positive history with respect to working with CBJ, Alaska Communications (as outlined in other responses) will have on the ground Juneau personnel and will ensure accessibility and collaboration between our internal project manager and the CBJ project manager. Disputes should be handled quickly; if not resolved, the parties can engage in common sense dispute resolution - i.e., escalating resolution to identified individuals within both Alaska Communications and CBJ.

# 3.8 Preliminary High-Level Scope: Electrical Engineering and Design

The figure below shows a preliminary, high-level scope of work for electrical engineering and design requirements for this project. This scope was developed by our proposed subcontractor, Pacific Alternatives, LLC, who is based in Juneau and has a wide range of experience in complex projects like yours.

Phase	Tasks
	Gather as-built drawings from CBJ departments such as Engineering, Docks and Harbors, and Streets and Fleets to augment PAL's existing library already obtained.
Research	Present to Alaska Communications PAL's knowledge of existing infrastructure and research results of existing conduit systems and existing CBJ-owned dark fiber around downtown.
Research	Meet with ACS to understand its project outcomes/requirements, design approach, limitations, and process for optimizing existing AC power infrastructure to proposed radio network design.
	Present pole concepts with ACS to individual CBJ departments. Gather feedback and iterate concepts to reach an approved cost-effective solution. Garner overall CBJ approval with concepts.
	Each area of the proposed project is served by a different power and conduit system depending on when the CBJ project was completed (and those project's site limits). Gather CAD drawings for each proposed area requiring rework. It is assumed approximately 10 plan sets will need to be generated.
	Create an overall site plan for each rework area mapping Alaska Communications' node locations into each set of CAD drawings.
Design	Create plan sheets showing existing conduit and conductors/cables and new work to power up Alaska Communications equipment located on existing structures/poles.
	Create a standard detail drawing showing pole rework. If required by CBJ, submit revised pole load data to manufacturer for evaluation.
	Stamp/seal drawings and compile plan sets for permitting for each sub- project area. Plans to be reviewed with Alaska Communications project manager/engineers for final plan set approval. Permitting of project by area will allow construction to begin as soon as the first area is permitted to allow parallelization of design and construction.
	PAL will assist Alaska Communications in obtaining a qualified electrical contractor. Alaska Communications' proposal includes Northern Powerline Constructors (NPC) as a preliminary subcontractor for this project.
Construction/ Closeout Phase	Respond to contractor questions and evaluate any change proposals related to PAL's stamped/sealed drawings.
	Review and document contractor work so that there is a clear record which infrastructure is critical Alaska Communications-managed WiFi infrastructure and which infrastructure is unrelated to WiFi.
	Update CAD drawings with as-built information and compile "O&M" style plan set for CBJ records and future maintenance personnel.

# 3.9 Proposed Equipment List

The figure below outlines the networking, power, and wireless equipment included in our proposed solution.

Quantity	Manufacturer	Manufacturer Part Number	Description
120	Tarana	35-0175-001	TARANA G1 RN PTMP BUNDLE
120	Tarana	25-0051-001	1 Gig License Upgrade
120	Tarana	34-0027-001	Tarana Mounting Kit for Remote Nodes
120	Cambium	XE3-4TN0A00-US	XE3-4TN Outdoor Wi-Fi 6E 4x4 SDR Access Point, 2.5G + Mount
120	Cambium	ANT-0M-1X1-05	Tri-Band 2.4 GHz/5 GHz/6 GHz, 5 dBi, Omni 1x1 Antenna
120	Cambium	ANT-GPS-01	GPS ANT XE3-4TN
120	Polycase	HP-070705-13	NEMA 4 (7.2 x 7.2 x 5.7) + Mount
120	POE TEXAS	BT-3-48V240W	DIN RAIL POE INJECTOR
120	AC DISCO	AC DISCONNECT	DIN RAIL AC DISCONNECT

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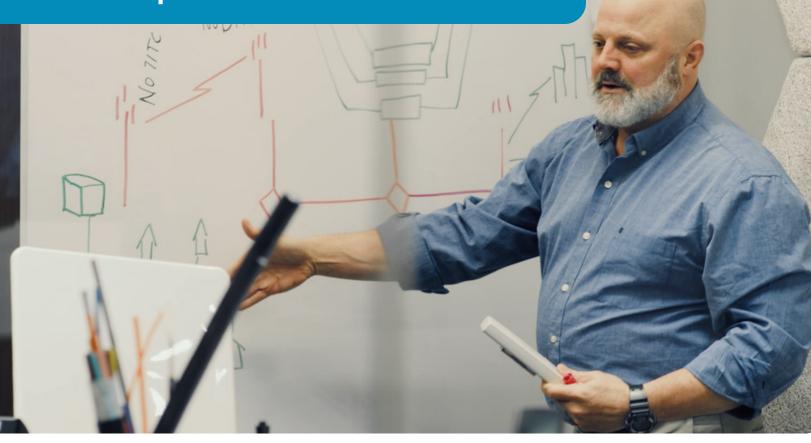
# 3.10 Proposed Equipment and Solution Design Meet the City's Requirements

Below is a list of the City's equipment and solution-related requirements from its RFP, as well as our acknowledgement that our solution meets these requirements.

RFP Requirement		RFP Requirement	
The Contractor must provide the public with internet access that will be sufficient to send and receive email, browse, and view websites, and conduct other basic internet activities.		Contractor's wireless network signal should be capable of scheduling, surning off during evenings, overnight and possibly, other identified dates or times of minimal to no usage.	
The system should support "casual" usage.		Proposed equipment must offer the atest security methods utilizing ndustry-standard technologies. The system must be upgradeable by way of firmware, software, as new security sechnologies are standardized	
The Contractor's equipment and network shall be capable of providing reliable, internet in high traffic, dense population areas.	k s	All equipment determined necessary to provide the services as described shall be provided by, repaired, and maintained for operational status by the Contractor.	
The system's signal should penetrate generic buildings to a moderate degree.		The management capabilities of the Wi-Fi network must include software utilities to administer and manage user sessions, as well as the ability to create and manage a portal page.	
The Contractor's network will have to contended with and formulate a plan to manage the required services within a congested radio signal environment.	i t	The management utilities should nclude the ability to set connection time limits for clients, to help maintain network use integrity.	
Contractor's network installation must be based on local research, preferably via a comprehensive frequency study.	<pre>c t s t s t s t s t s t s t s t s t s t</pre>	The network management capabilities should include the ability to track and report anonymous use statistics. These statistics will support the ability to analyze and track system performance and provide metrics for system improvements.	
The city anticipates a solution with 2.4, 5, and 6GHz Wi-Fi signal with a 60Ghz backhaul using predominantly light poles for mounting locations.		nternet access MUST NOT BE delivered through the City and Borough of Juneau's existing network. At no time shall the Public Wi-Fi network be routed through the city networks.	
Contractor's network should have filtering capabilities.	t 🗸 t	Capability* for standardized hotspot rechnology to automate secure roaming. *Not enabled by default	

# 4.0 Experience and Qualifications

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Alaska Communications has been a leading provider of unified communications to nonprofit, healthcare, education, government, enterprise, and residential customers throughout the state for more than 100 years.

**Our Expertise.** The solution included in this proposal is a design that has been honed from our decades of experience in the Alaska market, our expertise on national industry trends and advancements, and our thorough understanding of your needs now and your goals for the future. Our more than 100 years of experience as a telecommunications provider in Alaska has equipped us with the knowledge and experience to know what it takes to deliver the reliable services you need amidst Alaska's challenging environment.

**Our Network.** Alaska Communications has a true geographically diverse and resilient undersea fiber optic network between Alaska and the Lower 48 states. We designed, built, own and operate the Alaska Oregon Network (AKORN) and the NorthStar submarine fiber optic cables as well as thousands of route miles of terrestrial fiber in Alaska and Oregon. This system provides redundant, secure, and reliable connectivity between Alaska and the Lower 48 states.

Section F, Item 2.

4.1 A list of current projects (of similar size & complexity) and previous work experience over the past five (5) years that demonstrate your ability to complete this project successfully.

### Wireless Solutions for Military Bases.

Alaska Communications provides connectivity and wireless solutions, as well as ongoing support, for multiple dwelling units (MDU) on military bases and in private dwelling units throughout the state. After initial deployment at the first military base, this solution expanded to provide service to every military base in Alaska, covering 2,000 soldiers between all six bases. To develop a building-by-building solution, Alaska Communications performed radio frequency studies and heat mapping, determined the most effective locations for access points, and verified the coverage of the services.

**Conoco Phillips Wi-Fi System.** We engineered and installed the Conoco Phillips-sponsored, Alaska Communications' Wi-Fi system, spanning over two dozen locations. These services provide both morale and production-focused connectivity and include temporary camps and permanent installations for multiple oil and gas facilities on Alaska's western North Slope. This solution was originally installed in 2015, and we have provided ongoing management, upgrades, and expansions since then.

# Wi-Fi Services at Joint Base

**Elmendorf-Richardson.** We engineered and installed Wi-Fi services for 18 classrooms at the United States Air Force Noncommissioned Officer Academy at Joint Base Elmendorf-Richardson. This project helped the Academy transition from a cellular data environment to their current Wi-fi services, for which we provide ongoing support for the past several years. State of Alaska Core Network. Alaska

Communications provides comprehensive core network capabilities for the State of Alaska's statewide network. This includes Dedicated Internet Access and Wide Area Network services to hundreds of locations throughout the state with fault tolerant, redundant connections to ensure the highest level of reliability in support of the State's critical operations. We also provide managed IT professional services to the State in support of their complex IT infrastructure needs.

# Other Complex Projects. Alaska

Communications supports large organizations throughout the state with complex projects and comprehensive technology support. For example, Sitnasuak Native Corporation (SNC) is a long-time Managed IT Services customer with Alaska Communications. We work closely with SNC's IT Manager and other personnel to assist in supporting the organization's IT infrastructure and help desk needs across multiple business infrastructures with varying IT support needs.

# 4.2 Include a description of the approach to the work including staff supervision and training.

Alaska Communications' local Juneau staff and statewide staff are trained and experienced in the hardware and software incorporated into your solution. Local technicians who are experts in Tarana and Cambium equipment, as well as numerous other Wi-Fi products, will be available to respond to installation and operations challenges. They are backed by several local foreman and a local district manager. Our Juneau team is also backed by a director of statewide operations, a statewide construction manager/project manager, and several other departments who will be available to assist with the successful installation and operation of our proposed solution. Our staff is highly trained from top to bottom to deliver the highest quality experience to you throughout the life of your project and your service term.

# 4.3 You may provide promotional material describing your firm and its services or links to these items in your proposal.

The following links provide additional information about Alaska Communications and some of its related products and services. More information about Alaska Communications and the services proposed here are available upon request.

An overview of how an Alaska Communications network provides you with the foundation to deliver reliable and resilient communications services: <u>https://</u> www.alaskacommunications.com/Business/ Products/Data-Networking A summary of core products and services tailored specifically for Alaska state and local government: <u>https://www.</u> <u>alaskacommunications.com/Business/</u> <u>Industries/State-and-Local-Government</u>

An overview of Alaska Communications' Managed Wi-Fi, supported by our in-house experts ensure you have the flexibility and tools to manage your network to address your needs: <u>https://www.alaskacommunications.com/</u> <u>Business/Products/Data-Networking/Managed-</u> Wi-Fi

4.4 Include resumes for each proposer's professional staff to be assigned work in the project including any sub-consultants. Resumes must describe each individual's education, specialized training or certification and experience in the area assigned.

Full resumes describing each key team member's education, specialized training, certifications, and experience are included in **Attachment B.** 

# **5.0 Pricing Proposal**

The figures below represent comprehensive pricing for your solution based on the information available in the City's RFP. Alaska Communications welcomes further discussion with the City regarding these figures and potential refinements during the contract negotiation phase.

**Option A** represents a complete solution as requested in the City's RFP. For Option A, the City would own the network and wireless equipment mounted on each light pole. Alaska Communications would provide management, maintenance, and support services for your equipment and for the network as a whole. Internet service is also included below. These figures are presented as a non-recurring charge (NRC) and a monthly recurring charge (MRC) for a 1-year contract term. This contract is eligible for up to five 1-year extensions, upon mutual agreement between the City and Alaska Communications.

**Option B** includes pricing for internet connectivity only.

Option A: Complete Solution	Cost		
Non-Recurring Charges (NRC)			
Hardware	\$434,760.00		
Professional Services - Design and Implementation, Installation, Including Electrical Work, and Construction	\$1,041,446.40		
Total Non-Recurring Charges	\$1,476,206.40		
Monthly Recurring Charges (MRC)			
<b>Dedicated Internet Access: Standard 5 Gbps Service</b> Year-Round Internet Service at Full Bandwidth	\$8,530		
<b>Dedicated Internet Access: Seasonal Connectivity</b> MRC is average of 6 Months @ 5 Gbps / 6 Months @ 100 Mbps Other options may be discussed during contract negotation.	\$4,860		

Option B: Connectivity Only	Cost		
Monthly Recurring Charges (MRC), 1-Year Contract Term*			
Dedicated Internet Access: 3 Gbps	\$7,300		
Dedicated Internet Access: 5 Gbps	\$8,730		
Dedicated Internet Access: 10 Gbps	\$10,157		

\*Additional speeds, longer contract terms, and seasonal connectivity downgrades are available.

# **Attachment A: Alaska Business License**

Alaska Communications Internet, LLC holds a current Alaska Business License. We will provide the City with an updated copy following renewal.



# **Attachment B: Resumes of Key Personnel**

### RICHARD R. RHYNER, II

Email: richard.rhyner@acsalaska.com

### **EXPERIENCE**

# June 2024- Present Senior Manager, Project- Field Operations, Alaska Communications, Anchorage, Alaska.

- Construction managed 48 various Commercial OSP fiber delivery projects with a focus on gaining efficiencies in maintaining scope, schedule, and budget. Also construction managed various other projects used for fiber and copper delivery, such as Mandates to move plant facilities, Reimbursable projects, and partner carrier projects.
- Developed New construction tracker to track all stages of construction and to keep other need to know groups automatically notified of status changes.
- Developed and maintained positive relationships with various departments within the company as well as numerous contractors to ensure successful completion of projects and delivery of services sold to customers.
- Assisted with construction management of a new product delivery, Tarana Fixed Wireless. Including development of SOWs, BOMs, and various other documents to ensure proper installation and delivery.

# November 2020- June 2024 Director, Sales Engineering, Quill Solutions LLC, Anchorage, Alaska.

- Perform Preliminary ARCGIS design of Fiber to the Premise in 28 villages and 500 miles of middle mile fiber links to develop NTIA grant proposals.
- Developed estimation calculator for Class 5 to Class 3 estimates for Fiber to the Premise and 2.5 Ghz wireless in 28 villages and 500 miles of middle mile fiber links for NTIA grant proposals worth \$450 Million. Assisted with writing the budget narratives for each submittal.
- Developed organizational chart, job descriptions, pay scale, technician training matrix, equipment, tools and parts inventory, and budget, for Telecom Operating Company case study.
- Developed Class 5 to Class 3 estimates and high-level drawings for Fiber to the Premise, 2.5 Ghz wireless, and middle mile links for Reconnect 3 grant proposal worth \$34 million.
- Developed project timelines, project account codes, and spend forecast for \$104 million potential project.
- Assisted with the development and automation of 11 of the primary project components, scopes of work, for securing bid proposals and MSAs from contractors in preparation for \$104 million potential project.
- Developed Typicals for various project components such as fiber drop and NID installation, Inside wiring and modem installation, fixed wireless installation, OSP fiber construction and ISP shelter and CO construction.

- Developed Installation packages for Cambium 2.5Ghz Wireless to the Home deployments for 3 communities.
- Currently Hold Alaska Electrical Administrators License for (IC) Inside Communications.

# Jan 2017- Apr 2019 Mgr., Sr., Field Operations, Consumer Services department, General Communication Inc., Anchorage, Alaska.

- Supervise and coordinate 140+ GCI technicians, supervisors, managers and additional contractors in Field Services, Dispatch, Converter Control and Customer call center team.
- Manage day-to-day operations, installation, and repair activities for residential and commercial customers in the GCI Central Region, Anchorage to Mat-Su and Anchorage to Hope, as well as support operations throughout the rest of the state. Continually provide 98%+ same day next day delivery and 98%+ on time delivery on installation and repair requests at an average of 4500 appointments per month.
- Responsible for \$10+ million in annual OPEX and CAPX budgets.
- Personally, responsible for the cleanup and maintenance of Contractor MSA's and ongoing SOWs for labor and projects associated to department activities. Initial 2-week project to cleanup and update 17 MSAs and SOWs successfully completed meeting the Legal department deadline.
- Regularly negotiated with vendors to procure new products and services based on the needs of the day-to-day operations or new project deliverables. Responsible for complete statewide adoption of new connectors and connector tools with provided training, resulting in better network performance, less network failures and overall business cost savings.
- Designed and implemented first ever Field Operations Sales program. Program was designed to garner participation from Field technicians in the area of sales, while on site with customers. First year of the program resulted in \$200k annually in reoccurring revenue for the company. Second year forecasted to double previous years revenue.
- Designed process flow and 5-year budgetary forecast for annual statewide drop bury program. \$1.3 mil annual spend. Process included new requirements of the Procurement department, new AP process, new Customer Experience requirements and better data tracking.
- Designated SME in design and implementation of Field Operations workforce management software (OFSC) and process flows related to a larger initiative to change out the company's two billing systems to one billing system. 8 months and 100+ hours of work session time with an additional 21 continuous days for the cutover and transition to the new platform.
- Responsible for statewide capital spend of \$800k for technician tools and test equipment, working with vendors, procurement, and technical teams to ensure valuable dollars were spent on effective and reliable equipment. Additionally, established the quarterly Vendor Road Show to ensure that the regional areas outside of Anchorage received the same white glove treatment from vendors to include training and demonstrations of products and services.
- Initiated, negotiated, and maintained contract with the National Cable Television Institute providing 150 licenses to technicians for on-line training, certification and college credits. Improving the knowledge base and effectiveness of technical staff.
- Responsible for Project Phoenix regarding service delivery and customer experience in an effort to change out tens of thousands of legacy video and internet delivery devices, to new

modern equipment, in order to simplify and enhance the company service delivery network. Established a call center to contact all affected customers and negotiated contracts with labor vendors to increase technical staff to meet project timelines.

• Established numerous process improvement initiatives to improve department safety, equipment maintenance, service delivery and customer experience.

# Aug 2002- Jan 2017 Mgr., Sr., Interior Network Operations, Network Operations department, General Communication Inc., Fairbanks, Alaska.

- Supervise and coordinate 23 GCI Technicians, supervisors, and additional Contractors. Manage day- to-day operations and maintenance activities on the core GCI network in a manner that maximizes Business and Residential customer service delivery, and quality of service. Providing the highest level of network availability and customer satisfaction.
- Responsible for \$3 million in annual budgets for Network Services and Commercial Services spread across six cost centers.
- Interior Region CATV Head Ends- Fairbanks, Ft. Greely, Valdez, Cordova, Barrow, Deadhorse.
- GCI Fiber-optic Communication System 1000 road miles of Fiber facilities, 130+ sites. Deadhorse to Valdez, Fairbanks to Cantwell. Alyeska Pipeline com B route support.
- Interior Region- Wireless- Operations and maintenance support- Currently 105 sites spread across multiple communities from Deadhorse to Valdez and Fairbanks to Cantwell. CDMA, UMTS, GSM, and LTE technologies.
- FDC-Fairbanks area MAN- 6 Offices, Class 5 switch support in Fairbanks, Deadhorse, Barrow,

Valdez, and Cordova. Core Network Maintenance, Circuit provisioning, troubleshooting, and delivery.

- Interior Region- Fairbanks Business Applications (FBA) Business Service Delivery and Tech Services support.
- Manage Regional ISP construction, delivery, and migration for MFA projects such as GPON, ALU, and Omnitron. Worked major fiber delivery projects for Commercial and Wireless departments in Fairbanks, Barrow, Cordova, and Deadhorse. 400+ locations. Latest completed project was a 2 year, \$2 Million E7 GPON fiber build in Cordova, Alaska which resulted in a \$850k Annual COGS reduction. Also managed a \$2.5 million E7 GPON fiber build project, consisting of 100+ targets for COGS reduction in the Fairbanks, Alaska market.
- Initiated and completed analysis on installation practices, of customer locations, by technicians, for fiber builds. Personally, worked with vendor to design and procure new equipment that saved hours of manual labor per site, resulting in overall project cost savings and reduced timelines.
- Manage Regional GCI TurboZone WiFi acquisition, installation, and delivery. 200+ sites to date.

2013-2016

• Top fundraiser for GCI Big Brothers Big Sisters fund raising team- Bowl for Kids Sake, \$22k over

2008-2015. Top State regional fundraiser for 2014 and 2015.

- Player/ Sponsor/ Team rep for GCI Men's Hockey team. 2013-2016
- Previously held position of Manager, Network Operations, Consumer Services.
- Previously held position of Integrated Technical Supervisor, ITS department, Consumer Services.
- Previously held position of Local Service Test Board Technician, ITS department, Consumer Services.
- Previously held position of Service Repair Coordinator, ITS department, Consumer Services.

# June 1991 - Sept. 2001 Director, Network Implementation, TelAlaska, Inc., Anchorage, Alaska.

- Employed by telecommunications firm, which offers local/long distance telephone service, Internet and networking, voice/data convergence and cable television to 30 communities serving, approximately, 10,000 customers in rural and urban Alaska.
- Responsible for all network facilities for the Networks division. 15 Locations throughout Alaska and Washington.
- Managed Carrier Relations and Vendor Relations for Networks division.
- Assisted Sales personnel on pre-sales engineering.
- Coordinated project efforts and reported to the VPs of ILEC operations, regulatory, marketing, engineering, finance and customers to ensure timely completions of projects resulting in overall corporate profitability.
- Completed latest project, Aleutians East Borough Broadband Internet Deployment. Over \$100,000 project in three rural Alaska locations in conjunction with the ILEC division.
- As **Technical Services Coordinator**, coordinated technical services between sales, engineering and customers, ensuring proper hardware and circuit, pricing, sourcing, quoting and procurement. Responsible for over \$1.5 million in circuits annually.
- Prepared documentation for quote preparations by Technical Sales Manager.
- Ensured that contracts were sound and within the scope of products offered by the company before being presented to the customer.
- Coordinated project implementation with customers and engineering staff.
- Responsible for seven city POP deployment in Urban and Rural Alaska. Completed project within the required timeframe and under the \$550,000 budget.
- Previously, held position of **Operations Supervisor**. Hired, trained, and supervised up to 13 employees.
- Reviewed workloads with dispatcher and coordinated schedules with engineers. Maintained quality service standards. Inspected ongoing and completed projects. Supported safe working environment.
- Knowledgeable of and enforced REA/RUS practices. Negotiated contracts with general contractors regarding cable installation.
- Utilized computer system to analyze community population fluctuations and telecommunication needs to determine company requirements for a three-year period.
- Responsible for OSP construction for various projects including network distribution using COAX, Copper and Fiber.

• Previously, held position of **Technician**. Responsible for service orders and trouble tickets for residential and commercial customers, including any OSP and ISP work to resolve any issues.

### **EDUCATION**

University of Alaska Anchorage, **Information Technology, Cisco Academy, 2006-2007** Alaska Pacific University, Anchorage, Alaska, **Organizational Mgmt., 2000** University of Alaska Anchorage, **Business Administration, 1989** Northern Arizona University, Flagstaff, Arizona, **Business Administration, 1987-88** Anchorage Christian School, Anchorage, Alaska, **Graduated w/Honors, 1987** 

Industry Courses: 2018 Oracle Modern Customer Experience, 2017 OFSC User group work session hosted by Cable One, Reeve Subscriber Loop Interfaces, Reeve Digital Loop Engineering, Reeve Line/Trunk and Private Line Alignment & Testing, Newbridge Networks T-1 Theory/Applications 3600 Operations/Maintenance, ATTSA Work Site Safety Supervisor, NSC Occupational Safety Program, Customer Service/Marketing, Occupational Safety and Health, Voice/Data Network Convergence, IP Telephony, MS Networking Essentials, Computer Training, NCTA certified CATV Installer, AMA Manager Training, Panasonic KSU certified, I NET+ certified, Alaska Inside Communications Contactor certified, NET+ certified, CCNA certified, GCI Supervisor Series Graduate, Alyeska badge/safety training requirements and LPS training, NSTC training consisting of 9 courses, AT&T supplier awareness training and AT&T Ask yourself training, Fairbanks International Airport Safety training and badging, Recognizing drug use in the workplace, CPR/ First Aid, Allworx VoIP KSU/ PBX. C&D Lead Acid Battery Maintenance certification.

2019-

### WORK EXPERIENCE

### **Principal Engineer**

Pacific Alternatives LLC, Juneau, AK, USA

- Offering comprehensive consulting electrical engineering services, including electrical system design, drafting, NEC and NESC code compliance, utility coordination, feasibility studies, cost estimation, procurement support, and construction administration and inspection.
- Specializing in projects with a need for unique multidisciplinary understanding and coordination.

### **Vice President of Operations**

Northern Powerline Constructors, Inc. a Quanta Services company, Juneau, AK, USA

- In addition to supervisory and project management duties below, completed successful merger and acquisition of Chatham Electric, Inc to Quanta Services, Inc.
- Authored proposals for all three company divisions (line, wire, and communications) and served as the go-to for technically-difficult projects.
- Successfully estimated projects up to \$10 million in cost.

### **Chief Executive Officer**

Chatham Electric, Inc., Juneau, AK, USA

- In addition to project management duties, oversaw day-to-day office administration.
- Supervised 10-20 employees. Provided coaching, conflict resolution, team building, and setting of company values.

### **Project Manager/Estimator**

Chatham Electric, Inc., Juneau, AK, USA

- Completed projects in both general contractor and subcontractor roles.
- Estimated and managed projects in remote areas of Alaska requiring meticulous planning, logistics, and execution.

### Systems Administrator

Chatham Electric, Inc., Juneau, AK, USA

• Managed, planned, and implemented IT services for <20 users.

### **EDUCATION**

<b>M.Eng., Electrical Engineering</b> McGill University, Montreal, QC, Canada	2011-2013
<ul> <li>B.S., Electrical Engineering</li> <li>B.S., Aeronautical Engineering</li> <li>Rensselaer Polytechnic Institute, Troy, NY, USA</li> </ul>	2006-2010

### **PROFESSIONAL LICENSES**

Electrical Administrator (Alaska) – Unlimited Line, Unlimited Commercial Wire Professional Engineer Registration (Alaska) – Electrical Engineering

2017-2019

2016-2017

2010-2011, 2014-2016

2002-2017

# Kate Pearson, Service Delivery Manager II

### SUMMARY

Kate is dynamic, strategic, and results-driven with expertise in managing end-to-end projects, ensuring seamless delivery. She fosters positive customer relationships and is proficient in optimizing service processes, enhancing customer satisfaction, and meeting service-level agreements. Kate has strong leadership skills in directing cross-functional teams, overseeing performance metrics, and fostering continuous improvement. She is also skilled in implementing and monitoring advanced service technologies and solutions.

### **PROFESSIONAL EXPERIENCE**

### Service Delivery Manager II. Alaska Communications. Anchorage, AK. Mar 2013 to Present.

Guides and structures development of delivery methods, processes, metrics, and reporting for complex integrated deliveries. Leads delivery of intricate solutions for Enterprise customers, ensuring successful outcomes. Engages in multiple product development stakeholder teams, driving development and implementation of new products and processes for Alaska Communications. Supports Product Development by conducting comprehensive training sessions during product rollouts.

Acts as dedicated point of contact for sales, fostering inter-departmental networking post-acquisition. Contributed to a team achieving all-time high of \$2M MRC delivery in 2015, demonstrating exceptional revenue growth. Pioneered the design and delivery processes for Carrier Ethernet services in a cross functional team with Product Management, Engineer, Sales, and Support. Managed and led project of converting 96 sites from legacy Centrex phone service to Hosted VoIP. Managed and led project of converting 99 sites from legacy Data network to Alaska Communications premier Carrier Ethernet network. Reengineered and led project team, drastically reducing installation time.

### Service Delivery Specialist II Lead. Alaska Communications. Anchorage, AK. Jan 2012 to Mar 2013.

Guided and managed a team of 33+ Service Delivery Specialists, ensuring efficient and accurate order management from entry to billing.

Guided and empowered a team to efficiently roll out 13 products within six months, ensuring continuous order throughput and revenue delivery. Achieved substantial reduction in Order Entry time by almost 40%. Cultivated positive team culture, promoting cross-departmental networking and relationship-building. Acted as crucial link between Sales and order entry personnel, streamlining processes and improving customer experiences.

Service Delivery Specialist II, Sales and Service Representative, Consumer Sales and Service Representative. Alaska Communications. Anchorage, AK. Sep 2005 to Jan 2012.

### CERTIFICATIONS

**PMP** Certified

### Marissa Utrup

Client Account Manager III Phone: 907.519.9857 | Email: Marissa.utrup@acsalaska.com

### **Summary of Qualifications:**

Accomplished Senior Enterprise Account Executive with extensive experience driving revenue growth across diverse verticals including Telecom, High Tech, Government and Finance. Demonstrated success in full-cycle sales, strategic relationship building, identifying key opportunities, and delivering customer-centric solutions that foster client success and satisfaction.

### **Competencies:**

- Full Sales Cycle Management
- Customer Success and Retention
- Solution Sales Strategy
- Presentations and Demonstrations
- SaaS Expertise
- Relationship Building & Sales Leadership
- Communication & Negotiation
- Executive Level Business Writing
- Team Leadership & Collaboration

#### **Certifications:**

- Certified Telecommunications Network Specialist (CTNS), March 2024
- Certified Information Professional (CIP), May 2021
- ITR Mentor
- CA DRE License
- PADI Open Water Diver
- Sandler and Challenger Training
- Software/Application Expertise: JIRA, ServiceNow, Generative AI (ChatGPT, Copilot), Salesforce, SAP, Bullhorn, Highspot, LinkedIn, Tableau, Fieldglass, Analyzer, Microsoft Dynamics CRM, ZoomInfo & DiscoverOrg, HubSpot, Microsoft Stack, Microsoft Teams, Webex & Zoom, Sage 50 Cloud Accounting

**Education:** Bachelor of Science in Communications, Broadcast Journalism University of Southern California, Los Angeles, CA Graduated with Honors, Dean's List, 2008

#### **Professional Experience:**

#### **Client Account Manager III - Enterprise**

Alaska Communications, Anchorage, AK January 2024 - Present

- Exceed revenue targets through strategic sales planning and account development in telecommunications/IT sectors.
- Identify and capitalize on new revenue opportunities, maintaining and expanding client relationships.
- Lead initiatives to enhance customer satisfaction and company profitability, delivering detailed account analyses and strategic insights.
- Prepare analysis of accounts for management and business development planning with clear future for revenue forecast and funnel.

### Senior IT Account Executive

Dexian, Seattle, WA May 2022 - January 2024

- Managed enterprise accounts across distribution, telecommunications, technology, utilities, government, and banking sectors.
- Developed and executed strategic plans resulting in significant business growth and client satisfaction.
- Mentored junior team members and collaborated with internal stakeholders to optimize client solutions and achieve sales goals.
- Regularly meet or exceed sales targets and revenue goals and provide regular updates and reports to senior management regarding sales activities, pipeline, and client satisfaction.

Achieved 40% fill rate of reqs released in Q1-Q3 2023 | Developed Sr Director and VP level relationships for 3 new and ongoing SOW opportunities with managed services and staffing revenue | Advanced enterprise MSP ranking from #9 to #2 of 59 suppliers.

### **Enterprise Account Executive**

ImageSource Inc., Olympia, WA February 2021 - April 2022

- Managed and expanded a portfolio of SaaS clients, achieving 100% primary account renewal rate.
- Generated new business opportunities and expanded solutions across diverse verticals, including government and Fortune 500 companies.
- Advised clients on strategic solutions, contributing to digital transformation goals and organizational efficiency.

Retained 10/10 primary accounts for renewal, 0 losses | Brought in 2 net new customers in Q and Q4 2021 for SaaS model solution, revenue total 10k/mo | Expanded 3 enterprise accounts to include solutions in 4 new departments | Closed global manufacturing/distribution solution in 17 days.

### Sales Manager

FPI Management, Olympia, WA December 2019 - January 2021

- Drove sales success for multiple luxury apartment communities, achieving high occupancy rates and exceeding leasing targets.
- Led a team to achieve 100% retention at one site during Q2 and Q3 2020
- Mentored and trained junior team members to promote organizational success in a growth cycle

### Managing Bookkeeper, Assistant Community Director

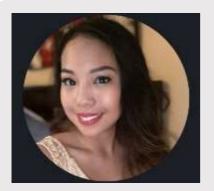
FPI Management, Club Palisades, Federal Way, WA April 2016 - November 2019

- Managed accounting and financial records.
- Led sales efforts, achieving full occupancy over consecutive years

### Partner Realtor / TV Personality

Russell Gingold Real Estate / HGTV Natural Born Sellers, Pasadena, CA / Los Angeles, CA November 2009 - November 2017

- Achieved \$10+ million in real estate sales annually.
- Starred in HGTV's Natural Born Sellers, developing and marketing the concept.



# JOYCE MERCADO, PMP®

#### CONTACT

PHONE: 907-231-0688

WEBSITE: www.linkedin.com/in/joyce-mercado-899475221

EMAIL: <u>Mercadojoyce09@outlook.com</u>

#### EDUCATION

University of Anchorage AK Business Administration associate degree [2018] – [2020] 3.6 GPA. Cum Laude Graduate Member of the National Society of Leadership and Success- Phi Theta Kappa.

West Anchorage High School High School Diploma [2006] – [2010]

#### CERTIFICATION

Project Management Professional (PMP)® Number: 3774331

#### HOBBIES

Innovation Networking Creativity Technology

#### PROFESSIONAL SUMMARY

Insightful Telecommunications Manager with 13 years of leadership experience including mitigation planning. Dedicated to customer satisfaction with focused delivery of technical solutions. Proven leader in directing operations, maintenance, and support of complex systems. Develops creative business solutions, leveraging diverse methodologies and delivering quality solutions for leading organizations. Highly adept in request for proposal development, technology needs assessments and staff training.

#### SKILLS

ITIL Management Carrier relationship Logistics Management VoIP Quality Assurance Risk Mitigation People and project management Contract Management Productivity Improvement Regulatory Compliance WAN/LAN Carrier Ethernet

#### WORK EXPERIENCE

Telecommunications Alaska Communications | Nashville, TN 2011- Present

SMB, Carrier & Federal Manager, Service Delivery I | 2023- Present

- Maintained strong relationships with Carrier and Federal customers resulting in 95% customer retention rate.
- Delivered regular fleet reporting and SLA metrics, exceeding targets by 15%.
- Mentored and led a team of 5, maintaining transparency of service strategy and key
  operational responsibilities resulting in 20% improvement in team efficiency.
- Streamlined workflows by 10% through identifying bottlenecks in existing systems and proactively addressing these challenges through appropriate solutions implementation.

Enterprise & Carrier Manager, Service Assurance II | 2023 - 2023

- Implemented new software, enhancing overall efficiency and productivity by 75%.
- Network incident mitigation planning.
- Maintained high levels of carrier performance, monitoring KPIs closely and addressing any deviations from established standards.
- Reduced defects in managed products by 20% in less than a year by conducting thorough inspections and identifying areas for improvement.

RHC & Satellite Manager, Service Assurance I | 2021-2023

- Conducted regular maintenance checks on One Web, C-Band and KU-Band satellite systems, ensuring consistent reliability for customers.
- Responsible for responding to managed network emergency calls within 30 minutes and mitigation planning.
- Collaborated with cross-functional teams to identify root causes of product and performance issues, leading to timely resolutions and continuous improvements.
- Established robust quality documentation systems that ensured traceability throughout the entire production lifecycle for 30 RHC & Satellite customers.

Enterprise & Carrier Lead Service Delivery Specialist II | 2018-2021

- Enhanced VoIP & Toll service delivery efficiency by streamlining processes and implementing best practices.
- Reduced customer complaints by 22% within a year by closely monitoring team
  performance and providing regular feedback.
- Diagnosed and resolved complex integrated customer issues for implementation, addon, maintenance and support of voice, data, VoIP, and CTI applications.
- Implemented new service delivery strategies that resulted in higher customer satisfaction scores of over 90%.
- Managed a team of 5 and provided training and development programs to continuously improve team capabilities.

 Collaborated with internal stakeholders to develop tailored solutions for complex client needs.

Enterprise & Carrier Service Delivery Specialist II | 2017-2018

- Collaborated with cross-functional teams to ensure seamless service delivery and prompt issue resolution.
- Developed detailed project plans, monitoring progress to ensure timely completion of VoIP, SIP & PRI deliverables.
- Managed multiple projects simultaneously, prioritizing tasks for optimal resource utilization and timely completion.
- Trained new team members on company policies and procedures, resulting in improved performance and reduced errors.
- Reduced VoIP service downtime by 10% through identifying potential risks and addressing them proactively.

SM Business Sales and Service Representative III | 2011-2017

- Generated repeat business through exemplary relationship-building efforts with both new and existing clientele.
- Provided break-fix incident tracking and technical support for wireless, cellular, and packet core technologies.
- Maintained customer satisfaction with forward-thinking strategies focused on addressing customer needs and resolving concerns.

Consumer Sales & Service Associate | 2011-2011

- Enhanced customer satisfaction by 25% through promptly addressing concerns and providing accurate information.
- Streamlined call center processes for improved efficiency and reduced wait times by answering calls within 2 minutes.
- Collaborated with team members to develop best practices for consistent customer service delivery.
- Conducted training sessions for Customer Service Representatives on various aspects of the job including soft skills development, product knowledge enhancement, and procedural updates.

### Owner- Operator

Alaska Communications | Anchorage, AK 2013-2017

Adrenaline Coffee Shop | 2013-2017

- Developed and executed marketing strategies to attract new patrons, resulting in higher foot traffic and improved revenue by 190% within a year.
- Managed financial operations for streamlined efficiency, reducing overall expenses and maximizing profits.
- Increased customer satisfaction by 75% within a year through implementing high-quality service standards and staff training programs.
- Optimized menu offerings based on customer feedback, leading to better sales performance and high levels of repeat business.

# **Attachment C: References**

Provide References (contact name, current phone number, current email, and project name) for three (3) completed project listed above; verify that the contacts will be available to provide references during the evaluation period.

The following references will be available to speak to the City during the evaluation period.

Organization Name	Project Description	Contact Information			
Conoco Phillips	Morale/Production-Focused Wi-Fi Connectivity	Brian Solomon Digital Tech Staff Architect (907) 575-0681			
Sitnasuak Native Corporation	Managed IT Services/Network Support	Heather Spear-Morris Vice President, Human Resources hspears-morris@snc.org (907) 538-8441			
State of Alaska	Core Network (Internet/WAN) and Managed IT Professional Services	Chris White Chief Technology Officer christopher.white@alaska.gov (907) 235-0283			

# **Attachment D: Signed Addenda**



11/18/2024

# RFP No. 25-190 Addendum No. 1

# Provision of Internet Services in the Juneau Maritime Industry Zone for the City & Borough of Juneau

The following items of the subject RFP are modified as herein indicated. All other items remain unchanged.

## **REFER TO: Service Obligations & Equipment:**

## ADD THE FOLLOWING BULLETT TO THIS SECTION:

• The Contractors plan for services must include the capability for standardized hotspot technology (e.g. ATT Passpoint) to automate secure roaming.

**REFER TO:** Installation Locations & Contractor Access: (first bullet) •Contractor may utilize power and space within city facilities but will not be responsible for costs associated with delivering power to the equipment's location and for modifications to spaces where the equipment will be located.

## ADD THE FOLLOWING:

For Example: On a city owned light pole, the Contractor will have to pay for the work (equipment, installation, wiring, labor, etc.) to get power to the equipment but the CBJ would pay for the power costs itself. if the Contractor uses an AELP pole, it would be part of the charge AELP would bill CBJ to actually use the pole in the first place. CBJ does not anticipate any mounting on privately owned buildings; however, if needed, the process would be the same as listed above; e.g. Installation costs would be paid by the contractor, and any easement cost would be paid by the CBJ.

# ACKNOWLEDGE THIS ADDENDUM IF YOU PLAN TO SUBMIT A PROPOSAL

**This addendum must be acknowledged** or your submitted response may be considered non-responsive. Acknowledgment can be made online at <u>PublicPurchase.com</u> or by signing and returning this form prior to deadline via email to Email: <u>Purchasing@juneau.gov</u> or provide written acknowledgement with your response proposal.

Alaska Communications

latthew W McConnell

12/17/2024

Company

Signature/Printed Name

Date

**Issued by:** Mary Johns, Buyer,City and Borough of Juneau (907) 586-5215 X 4



### 11/25/2024

# RFP No. 25-190 Addendum No. 2

# Provision of Internet Services in the Juneau Maritime Industry Zone for the City & Borough of Juneau

The following items of the subject RFP are modified as herein indicated. All other items remain unchanged.

### REFER TO: SCOPE OF WORK & DELIVERABLES ADD THE FOLLOWING SECTION:

**Performance & Reliability**: Any implemented network should maintain a minimum of 95% uptime of any managed device and connectivity. The proposed coverage area should have less than 10% geographic gap coverage of little to no signal strength, while maintaining average latency levels to not exceed 50-70ms. The system must have some "self-healing" capabilities in the event of device failure, "hangs," or connectivity problems. Contact and support numbers and information will be provided to report and escalate outages and/or other unanticipated network issues.

The following questions of the subject RFP are answered or clarified herein indicated. All other items remain unchanged.

**1. Question:** The RFP provides for a one-year initial term with five one-year renewals. Will the CBJ also entertain proposals for different initial terms, or allow for flexibility in negotiation contract duration and terms?

**Answer:** As a governmental agency, CBJ has rules for procurement and contracting. Typically, CBJ contracts are not approved for a longer than five-year term. Proposers may choose to provide a reason why potentially longer term may be beneficial for these proposed services and CBJ may take the request into consideration. Changes to the length of contract term may or may not be approved. Proposers should thoroughly review **Attachment C, the CBJ Sample Contract**. If there are terms or conditions that they do not agree to, they must note those exceptions with their submitted proposals. Exceptions must be reviewed by the CBJ Law and Risk Management Departments and may not be approved for award.

- **2. Question:** The RFP notes on page 3 that "The initial deployment of equipment and operational services are expected to happen in time for the 2025 cruise ship season."
  - Can/will the CBJ support a staged deployment of equipment that provides broad coverage of Wi-Fi
    in the port area while allowing the Contractor more time to install for higher density and wider area
    coverage throughout the summer season?

**Answer:** While not ideal, that can be possible. Note that the center of Zone A is our highest visitor density area.

- **3.** Question: Per RFP requirements on page 4, "The management capabilities of the Wi-Fi network must include software utilities to administer and manage user sessions, as well as the ability to create and manage a portal page."
  - Will the CBJ please clarify if this requirement is intended to include a customer-facing captive portal/splash page for the end user to access or pass through before getting internet access? **Answer:** While a captive portal for customers is not part of our initial deployment plan, the system must be capable of providing that service.
- 4. Question: Can the CBJ clarify or expand on its requirements for a management portal page? Answer: The management portal should allow administrative access to manage network access with

features such as authentication and user access control, captive portal functional, monitoring, analytics, security settings, bandwidth management, etc.

- **5. Question:** Per RFP requirements on page 4, "All equipment determined necessary to provide the services as described shall be provided by, repaired, and maintained for operational status by the Contractor."
  - Will the CBJ please clarify if it seeks a managed Internet Wi-Fi service where the Contractor maintains ownership of all equipment) or if it seeks to own the equipment itself while having it maintained/supported by the Contractor?
     Answer: CBJ is open to proposals for either option.
- 6. Question: The RFP states on page 4 that the "Contractor's network should have filtering capabilities."
  - Will the CBJ provide any additional details regarding this expectation? For example, does the CBJ expect specific applications and/or services to be blocked, or to only permit family-friendly web browsing services?

**Answer:** Initial deployment should limit filtering to security risks, malicious domains, and known vulnerabilities. Functionality should exist for more broad filtering categories to manage bandwidth and fit CBJ needs.

- Question: Does the CBJ expect the Contractor to carry any liability if end users bypass filtering with VPN or other methods?
   Answer: Barring negligence, liability for the misuse of the public Wi-Fi resides with the end user. They will be notified of this via splash page, or some other method of communication.
- 8. Question: Regarding end user support, can a Contractor meet the support need by providing a QR Code on signage that redirects the end user to a basic support FAQ/information page, or does the CBJ expect the Contractor to provide access to a support phone number or chat bot to assist while users are in the service area?

**Answer:** - See Scope of Work Addition; **Performance & Reliability:** first paragraph of Addendum No. 2 for information.

- Question: Is there A/C power available 24/7 on all light poles along the streets and boardwalk, or are lights controlled by photocells that manage the on/off power to the light poles?
   Answer: There is a mix of both.
- **10. Question:** Can the contractor mount Wi-Fi Access Points (APs) to all light poles, are there are any pole styles/types where this would be prohibited? Are there any esthetic restrictions or guidelines applicable to the installation of equipment on light poles?

**Answer:** It is understood that equipment can't be hidden, all equipment (access points, antennas, customer-premises equipment (CPEs), power supplies, etc.) should not overly negatively impact the appearance of publicly visible areas, and CBJ-owned property.

## ACKNOWLEDGE THIS ADDENDUM IF YOU PLAN TO SUBMIT A PROPOSAL

**This addendum must be acknowledged** or your submitted response may be considered non-responsive. Acknowledgment can be made online at <u>PublicPurchase.com</u> or by signing and returning this form prior to deadline via email to Email: <u>Purchasing@juneau.gov</u> or provide written acknowledgement with your response proposal.

Alaska Communications	Matthew W. McConnell Matthew W. McCoppell (Dec 18, 2024 08:03 MST)	12/17/24	
Company	Signature/Printed Name	Date	

Issued by: Shelly Klawonn on behalf of: Mary Johns, Buyer, City and Borough of Juneau



11/26/2024

# RFP No. 25-190 Addendum No. 3

# Provision of Internet Services in the Juneau Maritime Industry Zone for the City & Borough of Juneau

The following items of the subject RFP are modified as herein indicated. All other items remain unchanged.

# REFER TO: Deadline: 12/12/2024 prior to 2:00 p.m., AK Time CHANGE TO: Deadline: 12/19/2024 prior to 2:00 p.m., AK Time

**ADDITIONAL REQUIREMENTS:** <u>TITLE 36 (Little Davis-Bacon) REQUIREMENTS</u>: If your response exceeds \$25,000.00 and you subcontract or employ anyone to perform any of the Work, the following will apply:

State of Alaska, Department of Labor, Laborers' and Mechanics' Minimum Rates of Pay, AS 36.05.010 and AS 36.05.050, Wage and Hour Administration Pamphlet No. 600, the latest edition published by the State of Alaska, Department of Labor inclusive, are made a part of this contract by reference. The Contractor is responsible for contacting the Alaska Department of Labor to determine compliance with current regulations.

Correspondence regarding Title 36 requirements may be submitted electronically, or paper copies can be submitted by mail. To submit Title 36 documents electronically, go to <u>https://certpay.dol.alaska.gov/portal.aspx</u>. If filing electronically, submit certified payrolls to ADOL at the website above and email a copy of all certified payrolls to the Contract administrator at the email address listed. If Contractor elects to submit paper copies, they should be submitted to the State of Alaska address listed below, with copies mailed to the City, 155 Heritage Way, Juneau, AK 99801, Attn: Contract Administrator Chris Murray, IT Director, email: Chris.Murray@juneau.gov.

Within 10 Days of "Notice of Award/Notice to Proceed" make a list of all Subcontractors. Include their name, address, phone, estimated subcontract amount, and estimated start and finish dates. Send this list to the Wage and Hour Section (contact information below).

Certified Payrolls must be submitted every two weeks. Before the second Friday, each CONTRACTOR and Subcontractor must file Certified Payrolls with Statements of Compliance for the previous two weeks. Indicate "Start" on your first payroll, and "Final" on your last payroll for this Project.

As part of the final payment request package, CONTRACTOR must submit a "NOTICE OF COMPLETION OF PUBLIC WORKS" form signed by ADOL personnel. Contact Information: State of Alaska, Department of Labor and Workforce Development; Labor Standards and Safety Division and Wage and Hour Administration, P.O. Box 11149, Juneau, AK 99811-1149, Phone: 907-465-4842, Web site: <u>https://labor.alaska.gov/lss/whhome.htm</u> If you need additional information, contact the State of Alaska, Department of Labor at 465-4842, and Purchasing at <u>Purchasing@juneau.gov</u>

The following questions of the subject RFP are answered or clarified as herein indicated. All other items remain unchanged.

- QUESTION: Could the CBJ consider extending the proposal submission deadline by two where we want where the importance of adhering to the project schedule and deadlines, the holiday week creates resource constraints that may impact the thoroughness of proposal responses.
   ANSWER: Deadline has been extended for one week.
- **2. QUESTION:** Does this project require the use of certified payroll? **ANSWER:** Yes. See additional Davis-Bacon requirements issued with this Addendum.
- QUESTION: The RFP states that the network should support casual usage, such as sending emails, browsing, and basic internet activities. Could you clarify the required circuit size for the service period from mid-April to October?
   ANSWER: Specific throughput numbers were not listed in the RFP by intent. Please use your best

**ANSWER:** Specific throughput numbers were not listed in the RFP by intent. Please use your best judgement.

- 4. QUESTION: What are the specific upload and download Mbps requirements for end users? ANSWER: Throughput requirements are listed in the RFP as "casual usage, such as sending emails, browsing, and basic internet activities". Users should have a good experience while using the Wi-Fi.
- 5. QUESTION: The system is required to operate effectively in high-density, high-traffic areas. Could you provide more detailed specifications or performance expectations to ensure compliance with this requirement?

**ANSWER:** Please see the RF study associated with this RFP.

- QUESTION: Can you provide a list of City or other Facilities that are available for access to mount equipment on in the areas zoned for Wi-Fi?
   ANSWER: A list of city facilities is available in our public GIS interface, the CBJ parcel viewer at: <a href="http://epv.juneau.org/">http://epv.juneau.org/</a>
- 7. QUESTION: Is it possible to mount AP's under the awnings of Downtown that were recently retrofitted with LED Lighting? If so, since the city put this infrastructure in, can we utilize the same power meant for the lights to power access points and other network gear above the sidewalks? ANSWER: CBJ prefers contractors to run and use circuits specific to the project, as some lighting circuits are switched at the source and others at the light itself. The awarded contractor may research and recommend usage of light circuits already in place, which could be approved.
- QUESTION: Also, is there anything that would prevent us from mounting to the underside of the awnings above the sidewalks?
   ANSWER: This is possible for CBJ owned facilities.
- QUESTION: Is there any other city-owned infrastructure within the coverage scope, besides the light poles, that can be utilized for mounting Wi-Fi or backhaul equipment?
   ANSWER: A map of city owned facilities is available at the CBJ Parcel Viewer: <u>http://epv.juneau.org</u>
- **10. QUESTION:** Are there any channel restrictions on the 802n/ac/ax/be? **ANSWER:** No.
- **11. QUESTION:** Do any of the light poles have fiber available (how many strands), or are there any existing pathways for fiber between light poles or other city infrastructure? **ANSWER:** No and no.
- 12. QUESTION: Are there any height or weight restrictions for mounting Wi-Fi or backhaul equipment on the light poles? Can the shorter decorative light poles on Franklin St. also be used?
   ANSWER: Commercial equipment should be well under the weight limits of the poles themselves. The shorter poles could be used if mounted high enough.

13. QUESTION: Can Free Space Optics be used in this area?

**ANSWER:** It is up to the proposer to choose the technology they want to propose. Juneau does receive heavy snow in the winter and rain in the summer.

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Alaska Communications	Matthew W. McConnell	12/17/24
Company	Signature	Date

Issued by: Shelly Klawonn on behalf of: Mary Johns, Buyer, City and Borough of Juneau



12/6/2024

# RFP No. 25-190 Addendum No. 4

## Provision of Internet Services in the Juneau Maritime Industry Zone for the City & Borough of Juneau

The following items of the subject RFP are modified as herein indicated. All other items remain unchanged.

### REFER TO: Purpose & Intent:

**ADD THIS SENTENCE:** This is a solution seeking RFP. CBJ has provided as much information as is available to be focused, but inclusive and not overly limiting on what solutions may be reviewed or accepted. Contractors are encouraged to provide their best-case, cost-effective solutions in their responses based on the information provided by the solicitation process for this RFP. CBJ realizes that there may be different scenarios, related concerns, or variant solutions proposed, that may require revision to the City's expectations. If necessary, these areas would be addressed as negotiated items with the apparent best proposer.

### REFER TO: Service Obligations & Equipment: - the follow bullet -

• The Contractor's network will have to contended with and formulate a plan to manage the required services within a congested radio signal environment, with cruise ships, residences, government offices, and businesses across approximately three (3) square miles.

### DELETE BULLET & REPLACE WITH:

• The Contractor's network will have to contended with and formulate a plan to manage the required services within a congested radio signal environment, with cruise ships, residences, government offices, and businesses across **the identified area**.

The following questions of the subject RFP are answered or clarified as herein indicated. All other items remain unchanged.

1. QUESTION: Under minimum qualifications there is a line that says: Is able to offer reliable 24-hour assistance for troubleshoot outages, and other network service issues. Does the city expect there to be 24X7 support for end users? Can the city elaborate on the expectations of 24-hour assistance with specific issues and expectations of "assistance for troubleshoot outages"

**ANSWER:** There is no expectation of end user support 24/7. However, we should be able to contact the vendor or contractor off hours if technical support is needed. Details will be determined during contract negotiations.

**2. QUESTION:** Is the City willing to use Contractor's standard form of Wi-Fi agreement which is specifically tailored for this type of installation?

**ANSWER:** The CBJ Law Department typically requires the use of the CBJ Contract and the Purchasing Divisions General Terms and Conditions. On occasion the Contractor's agreement may be allowed for use and/or the GT&C's may be modified.

All Contractor agreements or request for changes/edits/deletions, to any of the standard contracting documents must be reviewed by CBJ Law Department. CBJ Law may or may not accept any requests for changes/edits/deletions and may require negotiations, to achieve any final agreement, to be able complete an award.

When responding, Contractor's may redline the areas of the CBJ contract or the GT&C's that meed modified with their proposal response, they may also accept, or accept the GT&Cs with exceptions, or not accept the GT&C's and they may propose to use their own user agreement and provide a copy of that with their response proposal.

Exceptions may not qualify for award. Any exceptions noted will be discussed during contract negotiations. If no agreement can be reached, CBJ will cancel negotiations and move to contract with the next highest scoring Contractor.

In Summary, as a governmental agency, the CBJ Law Dept. would like Contractors to use and accept CBJ documents, terms, and conditions as this presents the easiest path to award. Exceptions can be reviewed, and possibly negotiated but aren't guaranteed to be accepted or cleared for award.

3. QUESTION: In the pre-bid discussion, the subject of 24-hour support came up. It was mentioned by the MIS director that this network would potentially be used for public safety, after evaluation. However, the RFP states: Contractor's wireless network signal should be capable of scheduling, turning off during evenings, overnight and possibly, other identified dates or times of minimal to no usage. Internet access MUST NOT BE delivered through the City and Borough of Juneau's existing network. At no time shall the Public Wi-Fi network be routed through the city networks. Can CBJ Please offer up some clarity on this potential new requirement supporting public safety to include capacities and network segregation requirements?

**ANSWER:** There are no added requirements at this time. As noted in the preproposal teleconference the current RFP is for public Wi-Fi services as stated. It was discussed that there may or may not be added requirements depending on how well this service works. Any changes or additions to the current specifications are unknown at this time. If changes were to be made in the future they would be addressed through negotiations with the awarded Contractor and documented through a written contract amendment.

### 4. QUESTION: Does CBJ expect a bid for "Proposed Zone B Addition?" - See Exhibit A.

**ANSWER:** This is unknown at this point. If services were to be added it would be the CBJ's discretion to determine the best method or process to provide additional services. Those choices could include negotiations with the awarded Contractor to make the changes or additions. Any changes to the contract would be documented through a written contract amendment. Another choice would be for the CBJ to issue another solicitation for the services. There are no current plans to make any changes to any of the work specified.

- QUESTION: Can CBJ provide information to bidders as to when and where the public bid opening will be? ANSWER: This is a Request for Proposals (RFP). There are no public opening for RFPs, only Bids have public openings.
- 6. QUESTION: Will CBJ require either a Bid bond or performance bond for this project? Will they need to be present at submittal or would they be negotiated during the award process? They aren't explicitly mentioned in the RFP but are referenced in the general terms document.
  ANSWER: There is no is bid bond or performance bond for this project as it is not explicitly mentioned. In the CBJ GT&C's it states Bid Bond/Security: (When requested,) It is not requested in the solicitation so there is no requirement.
- 7. QUESTION: Does a finalized work plan need to be provided at submittal or after award and negotiation? ANSWER: Unclear on what the question is. All Proposals submitted needs to all inclusive of your firms plan to solve the problem as identified in the RFP. Any required or necessary changes to Contractor's submitted proposals would be done through negotiations with the selected Contractor.
- 8. QUESTION: Who owns Scope to bring AC power to the Light poles including Permitting? ANSWER: CBJ is seeking all-inclusive solution from Contractors for the Provision of Internet Services in the Juneau Maritime Industry Zone. Contractors are expected to complete all work associated to complete the project and should provide this in their submitted proposals.

- QUESTION: Can you confirm that CBJ owns Scope for Pole Structural studies for our gear attached and CBJ owns scope for Pole Augmentation?
   ANSWER: For the purpose, of this RFP any structural studies or augmentation scopes are the responsibility of the proposer.
- QUESTION: What is a typical timing for Permitting turn around where the proposer needs Permits to build and what is the Cost for Permitting to build where needed?
   ANSWER: Depending on the plan proposed there are varying scenarios for this. Contractors are encouraged to contact the City and Borough of Juneau Community Development Department to discuss what would be an expected timeline and anticipated costs to complete their proposed project plan. Timelines and all costs for the project deliverables should be identified in the Contractor's submitted proposals.
- 11. QUESTION: Bullet 6 of "Service Obligations & Equipment" says "The Contractor's network will have to contended with and formulate a plan to manage the required services within a congested radio signal environment, with cruise ships, residences, government offices, and businesses across approximately three (3) square miles." However, the MIZ Zones B and A are significantly smaller than 3 square miles, totaling between 5-10 million sq ft (less than a third of a square mile). Please confirm that the geographic scope is only Zones A and B as shown in the Maritime Industry Zones map included in the RFP? ANSWER: The RFP states clearly that this deployment is for the Maritime Industry Zone (MIZ) only. Approximately, 3 square miles may be a typo or mismeasurement and has been addressed and amended.
- **12. QUESTION:** Is E911 Phase II Geolocation accuracy required for this Wi-Fi system or not at this time in this proposal?

**ANSWER:** No, E911 Phase II Geolocation accuracy is not required, this RFP is specific for Wi-Fi data services.

- QUESTION: Who is the current Wi-fi provider in the Senate buildings as mentioned on the call? Do they have Cisco switches now?
   ANSWER: This is unknown to the City. Contractors that want this information may want to check with internet service providers or building occupants to make this determination.
- 14. QUESTION: Is there a specific expected MDF specific location or location options where the Head End? ANSWER: No, proposer can propose or negotiate use of a city owned MDF if they wish to propose that as part of their solution.
- 15. QUESTION: Gear is to be located, where Wireless is turned back into Fiber to the Core? ANSWER: This question is unclear but no technical specifications for equipment locations has been identified as required. This is a solutions RFP that allows for Contractors to propose their best plan to solve the project requirements.
- **16. QUESTION:** On average, the cited 1.7 million visitors over 6 months would come to nearly 10k visitors per day. However, what is the peak number of Cruise Ship visitors debarked at the same time who might use the system?

**ANSWER:** This can vary from year to year and day to day. Contractors are encouraged to review previous years Cruise Ship Calendars. Refer to this link: <u>https://juneau.org/newsroom-item/2024-juneau-cruise-ship-calendar</u> to make educated decisions on what day are typically high usage days, knowing that this is only an estimate and that during a new Cruise Ship Year daily totals could vary.

17. QUESTION: Does the city have a list of preferred contractors? Can we please get a copy of that list? ANSWER: No, there is no preferred contractors list. **18. QUESTION:** Please elaborate on the mounting of Contractors equipment with regards to available poles?

**ANSWER**: If mounting equipment on existing poles is part of your proposal it would need to be determined by the Contractor and would be on a case-by-case basis depending on the pole and the size of the equipment. The poles are owned by both the City and the local power company, Alaska Electrical Light & Power (AELP), depending on the pole. AELP has a program for third party equipment being mounted on the poles.

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Alaska Communications

<u>Matthew W. McConnell</u>

12/17/24

Company

Signature/Printed Name

Date

**Issued by:** Mary Johns, Buyer, City and Borough of Juneau

Section F, Item 2.

**City and Borough of Juneau** 

# **RFP No. 25-190 Provision of Internet Services in the Juneau Maritime Industry Zone**

# **Boldyn Proposal**

December 19, 2024

Submitted by:

Rachel Fenton Director, Wireless Solutions rachel.fenton@boldyn.com (801) 910-7949





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# 1. Summary Letter

### December 19, 2024

Boldyn Networks US IV LLC ("Boldyn") is pleased to submit this proposal to The City and Borough of Juneau (CBJ), to design, deploy, monitor, and maintain a new public Wi-Fi and internet services for the Juneau Maritime Industry Zone in response to RFP No. 25-190 Provision of Internet Services in the Juneau Maritime Industry Zone for the CBJ.

We acknowledge receipt of Addenda 1, 2, 3 and 4, and accept terms and conditions, including Davis-Bacon requirements, except those specified in Appendix II: Exceptions. Additionally, we have included for your consideration our preferred form of agreement in Appendix III: Wi-Fi Agreement Template

While this document provides comprehensive details of our proposal, our key attributes and advantages are summarized below:

- Our experienced network design team provides the foundation for a world-class wireless experience.
- Boldyn offers a competitive financial proposal that is supported by our strong financial backing. We have the expertise and capabilities to find creative solutions to align with the CBJ's budget.
- As your technology partner, we are committed to ensuring the traveler experience and CBJ's priorities remain top of mind.
- 24/7/365 monitoring is our standard operation, and we have invested in both New York and Las Vegas NOCs to ensure geo-redundancy.

At Boldyn, we design, build, operate, and maintain the world's largest public and private Wi-Fi networks. This includes the largest contiguous indoor Wi-Fi network in the United States at MGM Resorts and the largest public underground Wi-Fi Network at Metropolitan Transportation Authority (MTA) New York City Subway. Our award-winning LinkNYC network has made history as the world's largest public outdoor Wi-Fi network, with over 2,000 live access points (APs) today facilitating Wi-Fi for hundreds of thousands of New Yorkers and visitors every day.

We're big enough to handle every requirement in this RFP, agile enough to adjust on the fly, and committed to your continued success.

Sincerely,

Signed by: (livistos karmis BE727C7A2CCE450...

Christos Karmis Chief Executive Officer. US Boldyn Networks Irvine, CA 92617

Joel MacMillan Chief Financial Officer, US 121 Innovation Dr, #200

**Kirstie Rickett** Chief Legal Officer, US 1400 Broadway, 17<sup>th</sup> Fl New York, NY 10018

**Rachel Fenton Director, Wireless Solutions** 121 Innovation Drive, #200 Irvine, CA 92617 801.910.7949

www.boldyn.com Joel.macmillan@boldyn.com Kirstie.rickett@boldyn.com Rachel.Fenton@boldyn.com

Authorized Boldyn Representatives for Contract Negotiation & Execution

**RFP Point of Contact** 

# 2. Experience & Qualifications

## 2.1. About Boldyn

Boldyn is one of the world's largest neutral host providers, delivering the advanced shared network infrastructure needed for a smart, inclusive, and sustainable future.

We maintain a single purpose: to unlock the power of an interconnected future. From interconnected transit, venues, and enterprises to smart cities and next-generation networks, Boldyn enables new possibilities in how people live, work, and play.

## 2.2. Related Experience

Boldyn has significant experience designing, deploying, and managing wireless networks in industrial environments like ports, in areas of high user density such as major sports stadiums, as well as tourist destinations and districts. Our Wi-Fi experience is notable, because between MGM Vegas Resorts and the LinkNYC public Wi-Fi network, we operate the largest public Wi-Fi deployments in the US.

While the specifics of the solutions may differ, our approach across these example experiences stays the same: we fund, design, build, monitor, and maintain large public and private wireless networks. Our approach involves actively engaging local subcontractors who pass our Deployment team's rigorous vendor due diligence. We're committed to providing equal opportunities to all qualified contractors, including MBE/WBE/DBE business enterprises, throughout the bidding and contracting process.

<b>LinkNYC</b> New York, NY	2k+ kiosks On air 2015 Wi-Fi & public services	
<b>MGM Resorts</b> Las Vegas, NV	10 casino resorts On air 2012 Contiguous Wi-Fi	
<b>Rice-Eccles Stadium</b> University of Utah	51,000 capacity On air 2024 Wi-Fi solution	THE UNIVERSITY OF UTAH
<b>Ports America Chesapeak</b> Baltimore, MD	e 284 acres On air 2023 Private CBRS Network	PORTS AMERICA
<b>Port of Kokkola</b> Kokkola, Finland	500 hectares On air 2023 Private LTE Network	PORT OF KOKKOLA
<b>Hornsea 2 Wind Farm</b> North Sea, England	472 sq km On air 2021 Private LTE	Orsted



## 2.3. References

LINK NYC	Brett Sikoff   Executive Director, Franchise Administration New York City Office of Technology & Innovation (718) 403-6722   <u>bsikoff@oti.nyc.go</u>
MGM Resorts	Jim Kimball   Executive Director of IT (702) 692-9222   <mark>jkimball@mgmresorts.com</mark>
Ports America Chesapeake	Bill Gallagher   Senior IT Director (410) 649-7780   <mark>william.gallagher@portsamerica.com</mark>
University of Alaska	Heath Franklin   Contract Manager (907)751-7251   <u>hlfranklin@alaska.edu</u>

## 2.4. Key Personnel & Subcontractors

Rachel Fenton will be the key point-of-contact assigned to this project. Her contact information has been supplied in the Summary Letter. Resumes for Rachel and additional key Boldyn personnel assigned to the project have been included in **Appendix I: Resumes**.



We have multiple local relationships through our existing partnerships in Alaska. We have engaged with Fullford Electric as a potential subcontractor partner. However, ultimate selection of subcontractor(s) will depend on postsite walk determinations.

# 3. Understanding & Methodology

## 3.1. Our Understanding

The City & Borough of Juneau (CBJ) requires a high-performance public Wi-Fi network to serve 1.7 million annual cruise tours throughout your Maritime Industry Zone (MIZ). Your vision encompasses two key objectives: 1) enhancing visitor experience through reliable connectivity and 2) maintaining the aesthetics of your historic waterfront. Our solution delivers:

- ✓ Casual-use public Wi-Fi supporting email, web browsing, and basic internet activities
- Coverage optimized for high-density cruise ship disembarkation periods
- ✓ Scheduled operation aligned with cruise season (April-October)
- Independent network infrastructure separate from CBJ systems
- Performance monitoring with anonymous usage statistics

## 3.2. Implementation Challenges and Solutions

Challenge	Mitigation						
Spectrum Congestion	<ul> <li>Comprehensive analysis of 2024 cruise season RF study data</li> <li>Strategically deploy across 2.4/5/6GHz bands with 60GHz backhaul</li> <li>Advanced filtering to manage interference from cruise ships, businesses, residences, and existing communication infrastructure</li> </ul>						
Environmental • Ruggedized equipment Conditions • Weatherproof enclosures							



Challenge	Mitigation			
	Network redundancy			
Device • Intelligent band steering that prioritizes modern de Heterogeneity • maintaining backward capability				
Infrastructure Integration	<ul> <li>Solar power solutions for three designated poles with 16-hour backup</li> <li>Direct 288VAC to -54VDC conversion at 22 light poles</li> <li>Minimal visual impact on historic waterfront</li> <li>Strategic equipment placement following structural assessments</li> </ul>			
Peak Capacit Management	<ul> <li>y • Support 2,250 simultaneous users during disembarkation windows</li> <li>Intelligent load balancing across multiple frequency bands</li> <li>QoS policies prioritizing basic internet activities</li> </ul>			

## 3.3. Our Design Methodology & Approach

Our network design is grounded in three core principles: **performance optimization, resilience, and sustainability**. Each design decision is tailored to the unique demands of the Juneau Maritime Industry Zone (MIZ), balancing high-capacity wireless performance, environmental durability, and scalable infrastructure. Our solution leverages advanced wireless technologies and a robust architectural framework to deliver reliable connectivity that adapts to CBJ's current needs and future growth.

### **Design Methodology**

Our network design is informed by user modeling and spectrum analysis, accounting for peak demand scenarios such as simultaneous cruise ship disembarkations. Our approach maximizes spectral efficiency by distributing traffic across 2.4 GHz, 5 GHz, and 6 GHz frequency bands. Band steering prioritizes Wi-Fi 6 devices while supporting legacy technologies, delivering optimized performance for all users.

### **Network Architecture and Topology**

The network features a daisy-chain topology using Cisco IW9167E and IW9165D access points, connected via Universal Radio Backhaul (URWB) technology. This architecture eliminates the need for fiber optic cabling or Power over Ethernet (PoE), reducing installation complexity and cost while maintaining high throughput and minimal latency across the three-square-mile area.

The Cisco IW9167E access points provide local client connectivity, supporting multiple frequency bands with advanced Dynamic Frequency Selection (DFS) and band steering. The Cisco IW9165D wireless devices handle dedicated Universal Radio Backhaul traffic, maintaining stable and efficient transport to the Main Distribution Frame (MDF), even in challenging environmental conditions. This separation of client and backhaul traffic reduces contention, improves throughput, and supports future scalability.

### **Dynamic Network Performance**

The network topology is designed to minimize latency and optimize throughput. Each hop in the daisy chain introduces less than two milliseconds of latency to provide a seamless user experience. Adaptive routing and channel management further enhance network resilience, automatically rerouting traffic in the event of interference or equipment failure. The design provides the CBJ with a high-performance network capable of adapting to evolving demands.



### **Bill of Materials**

The preliminary design uses the following Bill of Materials. As with the rest of the design, the final design is subject to change.

Description	Model/Part Number	Quantity
Cisco IW9167E Outdoor Access Point	IW9167E	25
Cisco AP 9165D CURWB AP with Ext Antenna	AP9167D	25
Cisco Core and Internet Router	C8300	1
Cisco WLC	C9800X	1
Cisco IE9300 Indoor Aggregation Switch	IE-9300-22S2C4X-A	2
288VAC to -54VDC Outdoor Power Converter	PWR-54VDC-288VAC	25
-54VDC to -48VDC Converter	DC54V-DC48V	25
Single-Mode Fiber Optic Cables (10m)	SMF-10M	50
10G SFP+ Transceivers	SFP-10G-LR	28
External Directional Antennas with Mounts	IW-ANT-PNL25610-R	25
External Omni Antennas for Secondary Use	AIR-ANT2547V-N	13
RF Cables for Secondary Omni Antenna Connections (10m)	CAB-RF-N-MALE-10M	13
Solar Power Systems (Panels, Batteries, Controllers)	SOLAR-54VDC	5
Outdoor-Rated UPS Systems for Solar-Powered Poles	UPS-54VDC	5
Indoor UPS System for MDF Rack (120VAC and -48VDC)	UPS-MDF-4HR	1
Indoor Rack Power Gear for VAC to DC Conversion	RACK-POWER-288VAC-48VDC	1

## **3.4. Implementation Plan**

Our deployment strategy is a precision-engineered roadmap. From initial frequency mapping through infrastructure preparation to cruise season activation, each phase is meticulously designed to minimize disruption and maximize performance.

Our proposed implementation schedule includes:

### Phase 1: Planning (January-February 2025)

- Site surveys and structural assessments
- Power distribution design
- Coverage modeling
- Final equipment specifications

# Phase 3: Network Deployment (March-April 2025)

- Access point installation
- Backhaul network activation
- Management system configuration
- Coverage verification

### Phase 2: Infrastructure (March 2025)

- Power system installation
- Mounting point preparation
- Equipment staging
- Initial testing

### Phase 4: Testing and Launch (April 2025)

- Full system testing
- Performance validation
- Staff training
- Public launch

### **Quality Assurance**

- 95% uptime minimum
- Sub-50ms latency target
- Weekly performance reviews
- Monthly trend analysis
- Quarterly system audits

### Your investment is protected through:

- Scalable infrastructure supporting future expansion
- Regular technology assessments
- Comprehensive maintenance program
- Local support resources

Our methodology delivers reliable public Wi-Fi that meets your visitors' needs while respecting Juneau's unique environment. We welcome the opportunity to refine this approach based on your specific requirements.

**Note:** This represents our preliminary design. Final specifications will be determined following comprehensive site surveys and validation studies.

### **Operational Plan and Problem-Solving Approaches**

### **Installation and Integration**

- Coordinate with CBJ for permits and structural studies for each pole
- Install and configure all network equipment, including APs, power converters, and solar systems.
- Integrate the network with the internet service provider (ISP) circuit at the Main Distribution Frame (MDF)

### **Testing and Optimization**

- Conduct thorough coverage and capacity testing to verify network meets specifications
- Fine-tune radio parameters and channel assignments to optimize performance and minimize interference
- Implement remote monitoring tools to track network performance, solar power system health, and overall system status.

### **Problem-Solving Techniques**

- Utilize adaptive routing protocols to dynamically adjust the network path in case of failures or bottlenecks
- Implement Quality of Service (QoS) policies to prioritize traffic and manage bandwidth efficiency
- Regularly update and maintain the network to address any emerging issues or performance degradation

# 4. Management Plan

Boldyn takes a full lifecycle approach to managing CBJ's public Wi-Fi network. As your partner, we will serve as an extension of your team and an end-to-end provider. From initial design and deployment to ongoing monitoring, management, and maintenance, we deliver comprehensive solutions tailored to your evolving needs. With advanced tools, a 24x7x365 support structure, and expert in-house teams, we are committed to enhancing the guest experience.

## 4.1. Project Organization and Accountability

Boldyn's management plan centers on clear accountability, structured oversight, and seamless communication to deliver a high-performing Wi-Fi network tailored to the CBJ's needs. **Rachel Fenton**, your dedicated Account Manager, will serve as the single point of contact (POC) throughout the project. She will facilitate all project interactions, maintain consistent communication, and coordinate updates to keep CBJ informed and engaged at every stage.

Oversight of the project will be led by **Maryam Lindley**, **Director of Program Management**, who will oversee all aspects of project execution. Maryam brings extensive experience in managing high-density wireless infrastructure projects, ensuring efficient resource allocation, adherence to timelines, and proactive resolution of risks. Together, Rachel and Maryam will maintain a collaborative partnership with CBJ, supported by regular updates and structured touchpoints, including weekly progress meetings, monthly executive reviews, and daily site check-ins during deployment. This communication structure promotes transparency, fosters trust, and keeps CBJ stakeholders fully informed throughout the project lifecycle.

This accountability structure, supported by industry-leading project management practices and consistent communication, ensures that all project activities remain aligned with CBJ's goals, reducing risks and maintaining momentum.

### **Organizational Structure and Resource Allocation**

The Juneau Municipal Wi-Fi Project seamlessly integrates into Boldyn's global operations. Wireless infrastructure is our core business, and Boldyn manages hundreds of large-scale wireless projects worldwide, leveraging a centralized operational framework paired with decentralized execution capabilities. This structure allows us to dynamically allocate resources and deliver on complex projects without compromising quality or timelines.

### Account Team Structure & Organizational Chart

For CBJ, we have dedicated a specialized project team, supported by Boldyn's broader organizational resources, to ensure focus and accountability.

The	City & Boro	ugh o	f Juneau (	(CBJ)	Accour	it Team						
*	KEY PERSONNEL FOR CITY & BOROUGH OF J											
E	EXECUTIVE SPONSOR Jason Caliento Chief Commercial Officer					<b>G</b>	EXECUTIVE SPONSOR Dana Tardelli Chief Operatin, Officer	g				
G	BUSINESS DEVELOPMENT Monnie Johnson Senior Vice President, Wireless Solutions		NETWORK MONITORING & CUSTOMER CARE Nam Kang* Vice President, Network Operations		SECURITY COMPLIANCE Andre Centinix Information Security and Compliance Officer	9	WI-FI SOLUTIONS Jon Buck * Vice President, Technical Operations		PROGRAM MANAGEMENT Maryam Lindley * Director, Program Management		DEPLOYMENT Will Gable <del>*</del> Senior Vice Presi Deployment	dent, Network
F	BUSINESS ALIGNMENT & ACCOUNT MANAGEMENT Rachel Fenton* Director, Wireless Solutions				E	WI-FI DESIGN Chris Weglinski Director, RF Engineering		WI-FI OPERATIONS Terrence Triplet Senior Director, Wi-Fi Network Operations	* 📦	IMPLEMENT & OPTIN Shaun Story* Manager, Networ Engineering	25	CABLING Steve Knisley * Director, Cable Engineering

Key personnel and their responsibilities include:

Team Member	Role	Value to CBJ Maritime Zone Project
Rachel Fenton	Account Manager	Primary point of contact, 19 years wireless experience
Maryam Lindley	Program Director	Oversees project lifecycle, resource coordination
Jon Buck	Wi-Fi Solutions	Network design optimization, 25 years Wi-Fi deployment experience, high-density expertise
Will Gable	Deployment	Implementation and construction oversight, minimizes operational disruption
Shaun Story	Implementation	Network installation and system configuration, maritime environment expertise
Nam Kang	Network Operations	24x7x365 NOC leadership, performance monitoring, rapid issue resolution
Terrance Triplett	Management & Operations	System optimization, performance standards, technical oversight
Andre Centini	Security & Risk	Network security and compliance, risk management
Steve Knisely	Infrastructure Lead	Equipment installation, infrastructure coordination, site preparation

This project is fully integrated into Boldyn's established portfolio, supported by resource planning tools and capacity models that allow us to prioritize CBJ's needs while balancing our extensive operational workload.

Detailed resumes and staff credentials for key personnel are provided in Appendix I: Resumes.

### 4.2. Management of Contractual Issues

Boldyn employs a collaborative and solutions-focused approach to managing contractual issues. Should a concern arise, your account manager **Rachel Fenton** will initiate discussions with CBJ to identify the root cause and facilitate an expedited resolution. For more complex matters, Rachel will engage executive sponsors for strategic oversight, working closely with CBJ stakeholders to develop mutually beneficial solutions that avoid disruption to the project's



schedule or scope. This structured process includes clear escalation pathways, transparent communication, and rapid implementation of resolutions to maintain project momentum.

### 4.3. Technical Management & Operations

Our Network Operation Centers (NOCs) operate around the clock, 365 days a year. Staffed by expert network analysts and engineers, our NOCs leverage cutting-edge monitoring and management tools to detect and resolve issues

before they impact users.

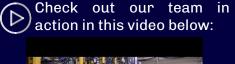
We understand that every second counts in a fastpaced maritime environment, so we proactively identify and address potential problems, minimizing downtime and ensuring optimal network performance. Our NOC includes the following key capabilities:

- 24x7x365 Monitoring and On-Call Support: Continuous monitoring of the Wi-Fi infrastructure to detect and diagnose issues in real time.
- **Spare Parts Inventory:** Maintaining an onsite inventory of critical spare parts to minimize repair times.
- Service Level Agreements (SLAs): Clearly defined SLAs for all aspects of the Wi-Fi solution, with associated penalties for non-compliance.

## OUR IN-HOUSE NETWORK OPERATIONS CENTER (NOC)

In-House, U.S.-Based, Always On

Our in-house NOC and SOC teams keep your network secure, optimized, and always online.





- Preventative Maintenance: Regular inspections, cleaning, and testing of all equipment and infrastructure to identify and address potential issues before they cause service disruptions.
- **Corrective Maintenance:** Prompt response and resolution of any service outages or performance degradations, with a guaranteed remediation time of 4 hours.
- **Escalation Procedures:** Well-defined escalation procedures to ensure that critical issues are addressed promptly and effectively.

### **Tiered Support Structure**

Our tiered support structure ensures that every issue is handled efficiently and effectively.

- **Tier 1 Support:** Our front-line support team is available 24x7x365 to answer general inquiries and resolve basic technical issues.
- **Tier 2 Support:** Our Tier 2 support team provides in-depth troubleshooting and resolution for more complex technical problems.
- **Tier 3 Support:** Our Network Operations Center (NOC) team offers expert-level support for critical network issues, ensuring minimal downtime and rapid resolution.
- **Field Engineers:** Our Field Engineers are deployed to diagnose and resolve issues promptly in cases requiring on-site intervention.

# 5. Price Proposal

Boldyn is proposing two pricing options, depending on CBJ's preference for upfront capital contribution. If CBJ is interested in a 100% capital contribution option, Boldyn is open to discussing that pricing option as well.

The City & Borough of Juneau (CBJ) Wi-Fi				
	Cisco Wi-Fi 6E			
	Option 1		Option 2	
Wi-Fi Pricing (5-Year Term)	Zero Capital		50% Capital Contribution	
Capital Contribution	\$	-	\$	425,092
Monthly Fees:				
Monthly Fee (Network Financing)	\$	17,750	\$	8,875
Monthly Fee (Opex)	\$	4,279	\$	4,279
Total Monthly Fee	\$	22,029	\$	13,154
Contract Total (5 years)	\$	1,403,467	\$	1,263,136
Investment Basis Breakdown:	Cisco Wi-Fi 6E			
OEM Costs:	\$	480,105		
Passive Materials:	\$	77,572		
Installation Labor:	\$	169,895		
Commish & Onboard:	\$	122,613		
Total Build	\$	850,184		

\* 5-Year Operating Term

\* 3% Annual Escalation on Monthly Fees

\* Backhaul Circuit Not Included. Estimated at ~\$2,500 / Month

\* Included Opex as defined in SLA Scope 100% Capex option is also available.

# 6. Closing

Boldyn is excited to partner with the City and Borough of Juneau to deliver a best-in-class wireless network for the Maritime Industry Zone. As a global leader in neutral host wireless networks, we bring proven expertise in delivering complex connectivity solutions in challenging environments.

Our innovative design and proactive operational support create a network that meets current demands while adapting to future needs. Through 24x7x365 NOC monitoring and continuous optimization, we maximize reliability and value for CBJ. We view this project as the start of a strategic partnership, supporting your vision of a connected, thriving maritime community. Together, we'll build a network that enhances connectivity and drives economic growth in Juneau.

# **Appendix I: Resumes**



#### EDUCATION

Master of Business Adminstration Warrington School of Business, University of Florida

Management Certificate, Harvard University

Bachelor of Science in Mechanical Engineering. Clemson University

#### EXPERIENCE

Deloitte Real Estate Advisory

# Christos **Karmis**

# US Chief Executive Officer

Christos serves as the Chief Executive Officer of the US operations for Boldyn Networks where he oversees all aspects of the company's business. He is responsible for leading the company's US growth across its tower, small cell, DAS, fiber, and Wi-Fi solutions. Christos has led the Boldyn Networks team for the development of tens of thousands of cell towers, DAS networks, and small cell nodes across the US and international markets. In addition, he has led the company's public venue strategy which has resulted in the deployment of some of the largest in-building DAS and Wi-Fi networks in the country, and installations at stadiums and arenas across all major professional sporting leagues.

Christos has overseen Boldyn Networks' successes such as the design of the world's largest Wi-Fi network in Las Vegas and setting the record for most mobile data traffic on a DAS network during any event in history at the 2017 Kentucky Derby on Boldyn Networks', formerly Mobilitie's Churchill Downs DAS network.

Before joining Boldyn Networks, Christos specialized in real estate advisory services and the wireless communications industry with Deloitte Consulting. While at Deloitte, he provided operational and network optimization strategies to the world's largest wireless carriers.





## EDUCATION

University of Utah, Masters in Urban Planning

University of Utah, Bachelor of Science, Urban Planning

#### EXPERIENCE

ExteNet, Director of Government Relations

Technology Associates, Project Manager

# Rachel Fenton

# **Director, Wireless Solutions**

Rachel has twenty-six years of experience working in government relations, utility, planning, engineering, and construction to support large scale infrastructure projects for fiber and telecommunications. As an experienced and effective Director with the ability to identify and execute rapid solutions, Rachel possesses excellent organization and presentation skills, highly personable, team-oriented, and experienced in developing client relations, community outreach programs and manage stakeholder relations.

Rachel has worked to build partnerships with crossfunctional teams and external consultants and vendors throughout career. She possess intimate knowledge of the wireless industry and has established relationships and contacts throughout the Pacific Northwest and beyond and has the ability to identify and execute rapid solutions in a demanding environment.

#### **KEY PROJECT EXPERIENCE:**

University of Utah Rice-Eccles Stadium Wi-Fi Salt Lake City, UT

Sound Transit Link Light Rail DAS Seattle, WA

## CONTACT

rachel.fenton@boldyn.com





#### EDUCATION

Bachelor of Arts, Political Science and International Relations, University of Southern California

Juris Doctor, Golden Gate University School of Law

#### EXPERIENCE

OUTFRONT MEDIA Regional Market Director

J5 Infrastructure Partners Senior Project Manager

Sprint Nextel Senior Project Manager

#### CONTACT

maryam.lidley@boldyn.com



# Maryam Lidley

# Director, Program Management

Miriam serves as Director of Program Management, where she oversees Boldyn Networks wireless infrastructure builds throughout all verticals. Maryam has nearly 19 years of experience in the wireless industry that includes orchestrating the deployment of DAS and Wi-Fi networks, private wireless, fiber deployments, thousands of small cell facilities, and macro tower modifications.

Maryam experience in the deployment of large-scale telecommunications projects include technical planning and management, client engagement, and successfully driving collaboration between various disciplines and stakeholders. Ryan has a track record of successfully leading complex projects from inception to completion, while employing agile methodologies and meticulous scheduling that allow for schedule and cost efficiencies, exceeding business objectives and ensuring stakeholder satisfaction.

#### **KEY PROJECT EXPERIENCE:**

MGM Resorts Wi-Fi Las Vegas, NV 2024-ongoing

Bay Area Rapid Transit (BART) San Francisco, CA

San Francisco International Airport | DAS San Francisco, CA

San Diego Internation Airport | DAS San Diego, CA



#### EDUCATION

Bachelor of Science, Management and Computer Information Systems, University of Northern Colorado

#### EXPERIENCE

T2 Technology, Senior IS Project Manager

Integer Wireless, VP of Wireless Operations & Implementation

University of Northern Colorado, Assistant Director of IT, Networking & Telecommunications

#### CONTACT

jon.buck@boldyn.com



# Jon Buck

Vice President, Wi-Fi Solutions

Jon has worked at Boldyn for over a decade and now has the role of Vice President of Wi-Fi Solutions. In this role, Jon leads Wi-Fi architecture, deployment, and operation activities as well as our in-house captive portal development. Responsible for the day to day operations of Wi-Fi services and architecture of next generation networks, he leads all technical Wi-Fi service delivery activities.

Jon has over 30 years in Information Technology. Prior to joining Boldyn, Jon previously held roles as a VP of Wireless Operations, Sr. IT Consultant, and Assistant Director of IT, Networking and Telecommunications for a 14,000 student university. Jon holds a Bachelors of Science from the University of Northern Colorado with emphasis in Management and Computer Information Systems.

#### **KEY PROJECT EXPERIENCE:**

MGM Resorts Wi-Fi Las Vegas, NV 2014-ongoing

Nationwide Arena Wi-Fi Columbus, OH 2014-ongoing

Tacoma Dome & Convention Center Wi-Fi Tacoma, WA 2016-ongoing

Camping World Stadium Wi-Fi Orlando, FL 2017-ongoing

Audi Field Wi-Fi Washington, DC 2018-ongoing

**Cowtown Coliseum Wi-Fi** Fort Worth, TX 2023-ongoing



#### EDUCATION

University of Utah, Bachelor of Applied Science, Economics

# Shaun **Story**

# Manager, Network Engineering

Shaun has over 27 years of network engineering experience. He has been with Boldyn networks for 9 years as both a Senior Network engineer and more recently a Network Manager. While at Boldyn, he has been responsible for supporting a diverse portfolio of Wi-Fi venues, offerings, designs, installations, configurations, and projects. He has an extensive and diverse background in various network engineering disciplines and technologies, with a primary focus on wireless technologies from multiple vendors. He has been the principle engineer onsite for numerous high profile installations, events, concerts, conventions, and games.

#### **KEY PROJECT EXPERIENCE:**

MGM Resorts Wi-Fi Las Vegas, NV

Audi Field Wi-Fi Washington DC

University of Utah Rice-Eccles Stadium Wi-Fi Salt Lake City, UT

Pier 57 Wi-Fi New York, NY

Cowtown Coliseum Wi-Fi Fort Worth, TX

Tacoma Dome and Convention Ctr Wi-Fi Tacoma, WA

## EXPERIENCE

Boart Longyear, Network Engineer

Nu Skin Enterprises, Network Engineer

Cisco, Network Engineer

#### CONTACT

shaun.story@boldyn.com





## EDUCATION

Bachelor of Science, University of Illinois Chicago

#### **EXPERIENCE**

Ericsson, Sr. Technology Architect

Clearwire, Lead OSS Architect

Sprint Nextel, Sr. Technology Artchitect

#### CONTACT

nam.kang@boldyn.com



# Nam Kang Vice President,

Network Operations

Nam serves as the Vice President of Network Operations at Boldyn. Based out of our Western Network Operations Center, Nam leads the NOC, OSS and Data Analytics team, ensuring that all of our partners' networks are monitored, maintained, and managed with world-class uptime and incident management.

Prior to Boldyn, Nam worked at a major telecommunications companies, and brings a wealth of wireless systems experience along with OSS tools knowledge to our critical Network Operations organization

#### **KEY PROJECT EXPERIENCE:**

LinkNYC Public Wi-Fi New York, NY 2023-ongoing

MTA Subway Wi-Fi New York, NY 2023-ongoing

MGM Resorts Wi-Fi Las Vegas, NV 2015-ongoing

Camping World Stadium Wi-Fi Orlando, FL 2016-ongoing

Pier 57 (Google) Wi-Fi New York, NY 2023-ongoing

Cowtown Coliseum Wi-Fi Fort Worth, TX 2023-ongoing

Ports America Private Network Baltimore, MD 2023-ongoing



#### EXPERIENCE

Aristocrat Gaming, Global Infrastructure Networking Manager

Howard University, Manager of Network and Telecom

Verizon Wireless

#### CERTIFICATIONS

Information Technology Infrastructure Library (ITIL®)

#### CONTACT

terrence.triplett@boldyn.com



# Terrence Triplett

# Senior Director, Wi-Fi Network Operations

Terrence has 13 years of network operations experience ranging from technician roles to Senior Management. He is currently the Sr. Director Wi-Fi Network Operations at Boldyn, heading an operations team working in multiple Wi-Fi verticals, from convention space to large public venues to transportation.

Terrence started his network career with Howard University, where he led a team in one of the university's largest deployment projects, converting 82 buildings citywide from POTS to VoIP phone system. He also aided in the acquisition of a Network Manage Service contractor and successfully assisted with the network refresh and management of the vendor/contract relationship.

In 2019, Terrence joined Aristocrat Technology as the Global Network Manager based in Las Vegas, Nevada. There he managed a global to team to handle break fix and deployment, and led a global effort to refresh the entire corporate network infrastructure, including ISP circuits, router, switches, and access points.

#### **KEY PROJECT EXPERIENCE:**

Audi Field Wi-Fi Washington, DC

Camping World Stadium Wi-Fi Orlando, FL

Cowtown Coliseum Wi-Fi Fort Worth, TX

Nationwide Arena Wi-Fi Columbus, OH

Tacoma Dome & Convention Center Wi-Fi Tacoma, WA

# **Appendix II: Exceptions**

# Questions for RFP No. 25-190 – Provision of Internet Services in the Juneau Maritime Industry Zone for the CBJ

- Contractor takes exception to the requirement to use the City's proposed agreement which is similar to a service contract. Contractor requests to use Contractor's standard form of Wi-Fi Agreement which has been included with its response, and is specifically tailored to this type of Wi-Fi installation where Contractor owns, operates and maintains the Wi-Fi System.
- 2. Contractor takes exception to the initial term of the contract ending on December 31, 2025 with an option to renew the contract for five (5) additional one-year terms by mutual written agreement. Contractor requests a 5-year initial term with automatic 1-year renewals unless either party provides notice of non-renewal.

# Attachment A - General Terms and Conditions:

- 3. Contractor generally takes exception to having both a General Terms and Conditions and a separate agreement and requests that the Wi-Fi agreement govern rather than the General Terms and Conditions. If the General Terms and Conditions are absolutely necessary, Contractor requests that language be added to the Wi-Fi agreement which states that in the event of conflict between the General Terms and Conditions and the Wi-Fi Agreement, the Wi-Fi Agreement will prevail.
- 4. Default Contractor takes exception to the City's rights to procure goods and services from other sources and hold Contractor liable for any excess costs in the case of a default by Contractor. If Contractor defaults, the City may pursue all remedies at law or in equity.
- 5. Indemnification Contractor requests that any claims arising from the City's negligence or willful misconduct be excluded from Contractor's indemnification obligations.

# Attachment B - Insurance Requirements

6. Contractor requests the following wording changes for the Cyber Liability Insurance requirement below. Please note that social engineering is covered under Contractor's crime policy.

<u>Cyber Liability Insurance</u>. Insurance, with limits not less than \$1,000,000 per occurrence or claim, \$1,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Vendor in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social ongineering, infringement <u>theft</u> of intellectual property <u>resulting from a Cyber Incident (as defined by the policy)</u>, including but not limited to the following resulting from a Media Incident (as defined by the policy):

- infringement of copyright,
- <u>trademark</u>,
- trade dress,
- invasion of privacy violations:

information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage

for breach response costs, regulatory fines and penalties <u>as a result of a Regulatory</u> <u>Proceeding (as defined by the policy)</u>, as well as credit monitoring expenses.

## **Sample Contract Form**

Contractor takes general exception to the requirement to use the City's proposed agreement which is similar to a service contract. Contractor requests to use Contractor's standard form of Wi-Fi Agreement which has been included with its response, and is specifically tailored to this type of Wi-Fi installation where Contractor owns, operates and maintains the Wi-Fi System.

## Appendix A: Scope of Work, Term & Compensation

- 7. PART IV: Contract Execution Contractor requests that the second sentence be changed to: "This contract is not effective until signed by CBJ and Contractor."
- 8. Section 1 (Scope of Work/Equipment & Services) Contractor requests that the relevant terms related to Contractor's proposal be incorporated into the Contract rather than the entire proposal being attached.
- 9. Section 2 (Term) Contractor requests a 5 year initial term.

## **Appendix B: Standard Provisions**

- 10. Section 6 (No Assignment or Delegation) Contractor requests the right to assign the Contract to Contractor's affiliates without the City's prior written consent.
- 11. Section 8 (Default & Termination for Cause) Contractor requests that the City's remedies be limited to all rights at law and in equity rather than having the right to recover all costs incurred in securing the work described in Appendix A from another vendor.
- 12. Section 9 (Uncontrollable Circumstances) Contractor requests deletion of the last sentence which states that CJB has the right, in its discretion, to cancel the contract and receive full reimbursement if uncontrollable circumstances are invoked by Contractor.
- 13. Section 12 (Inspection & Retention of Records) Contractor requests that its obligation to retain financial and other records relating to the performance of this contract be limited to 3 years, rather than 6 years.
- 14. Section 19 (Indemnification) Contractor requests that any claims arising from the City's negligence or willful misconduct be excluded from Contractor's indemnification obligations.
- 15. Appendix C (Insurance) Please see Contractor's requested changes in #6 above.

# Contractor retains the right to make additional comments or revisions during any subsequent negotiations of the Contract.

Docusign Envelope ID: 91BF7CDB-AF30-40A3-89AA-4C196208074B

# Appendix III: Wi-Fi Agreement Template

#### VENUE WI-FI AGREEMENT (Venue Name)

THIS VENUE WI-FI AGREEMENT (this "Agreement"), dated and effective as of the latter of the signature dates below (the "Effective Date"), is entered into by and between \_\_\_\_\_\_, a ("Owner"), and BOLDYN NETWORKS US IV LLC, a Delaware limited liability company ("Provider"). Owner and Provider are sometimes individually referred to herein as a "Party" and collectively as the "Parties".

#### RECITALS:

A. Owner owns the venue commonly known as [ ] (the "Venue"), on the property generally located at \_\_\_\_\_\_ (the "Property"); and

B. Provider desires to design, build, install, operate, and maintain a Wi-Fi system (as more particularly described below) (the "Wi-Fi System") at the Venue, and Owner desires to have Provider design, build, install, operate, and maintain the Wi-Fi System at the Venue pursuant to the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the above promises, the mutual obligations and agreements in this Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

 <u>INCORPORATION OF RECITALS</u>. The Recitals set forth above are incorporated herein as set forth in their entirety.

2. LEASE OF PREMISES. Owner hereby leases to Provider and Provider hereby leases from Owner, pursuant to this Agreement: (A) that certain space within the Venue as more particularly shown on Exhibit 1 attached hereto (the "Equipment Space"); and (B) areas located within and around the Venue for the placement of access points (APs), antennas, cabling, conduit and equipment as described and/or depicted on the attached Exhibit 2, and/or in such other locations within the Venue as Owner and Provider shall mutually approve after good faith consultation, which locations are deemed sufficient in Provider's reasonable determination for the operation of the APs and associated antennas (collectively, the "AP Space"). Additionally, Owner irrevocably grants during the Term a non-exclusive license over, under, along, on top of and through the Venue in locations reasonable determined necessary by Provider, and approved in advance by Owner in its reasonable discretion, from time to time, to install, use, maintain, repair, replace and remove conduits, wires, cables, cable trays and other necessary equipment and connections between the Equipment Space and the electric power and telecommunications sources in the Venue (collectively, the "Connections"). The Equipment Space, the AP Space and the Connections are hereinafter collectively referred to as the "Premises," and are described and/or depicted on attached Exhibits 1 and 2. If any easements for connections are necessary outside the Property, Owner will reasonably assist Provider in its efforts to obtain the same.

Owner shall have the right during the Term to relocate the Premises to comparable space at the Venue (collectively, the "Substituted Area") upon giving Provider a minimum of: (i) one (1) year prior written notice for the Equipment Space, and (ii) one hundred twenty (120) days' prior written notice for any other location(s). Such relocation location(s) shall be substantially the same size and dimensions as the then-existing Equipment Space, Antenna Space, and/or Connection Space (as applicable), and shall permit Provider to provide at least the same quality and capacity of Wi-Fi Services as previously provided at the then-existing Equipment Space, Antenna Space. Owner will be responsible for all costs and expenses incurred by Provider for the relocation of the Premises (including the at the Venue (including cabling) and related redesign work. Provider shall be excused from its performance obligations under this Agreement during such relocation. If Owner moves Provider to the Substituted Area, such Substituted Areas shall become the Equipment Space, Antenna Space, and/or Connection Space, as though Owner and Provider had entered into an express written amendment of this Agreement with respect thereto. Owner shall use commercially reasonable efforts to cause such relocation to occur at a time that will cause minimal disruption to Provider in the Venue.

1 Confidential

[SEC=PROTECTED]

#### PERMITTED USE; SERVICES.

(a) Provider may use the Premises (the "Permitted Use") for the installation, use, maintenance, operation, repair, replacement and upgrade of the communications fixtures and related equipment, cables, accessories for the Wi-Fi System and any improvements related thereto as may be needed by Provider from time to time to fully provide for the transmission and reception of Wi-Fi Services (defined below). Provider further has the right to add, modify and/or replace, from time to time, the Wi-Fi System equipment, cabling and conduit in order to be in compliance with any current or future federal, state or local mandated application, including, but not limited to, emergency 911 communication services. Provider's use of the Wi-Fi System may include (and the Permitted Use shall therefore include), but is not limited to: (i) Carrier data offload/auto-authentication, (ii) public user access to the Wi-Fi System, (iii) portal page design and operation, (iv) portal page and/or mobile advertising, (v) data collection and use; and (vi) any other related legally permissible Wi-Fi Su exercises is shall mean and refer to services related to wirelessly connecting electronic devices to the internet via a Wi-Fi access point, hotspot or system.

(b) For a period of ninety (90) days (or such additional period of time thereafter as reasonably required by Provider) following the start of installation of the Wi-Fi System, Owner grants Provider and its sublicensees, the right to use such contiguous, adjoining or surrounding space within the Venue (the "Surrounding Space") as may reasonably be required to construct and install the Wi-Fi System. In addition, Owner grants to Provider and its sublicensees the right to use the Surrounding Space during the term of this Agreement for maintenance, repairs and alterations to the Wi-Fi System.

(c) Provider agrees to comply with all applicable governmental laws, rules, statutes and regulations relating to its installation, maintenance and use of the Wi-Fi System in the Venue. Provider has the right to modify, supplement, replace, upgrade and/or otherwise make improvements and alterations within the Equipment Space without the consent of Owner, and Provider has the right to modify, supplement, replace, upgrade, and otherwise make improvements and alterations to all other portions of the Wi-Fi System and related equipment, including, without limitation, increasing the number of APs or equipment without the consent of Owner (provided any new locations shall be approved by Owner, which approval will not be unreasonably withheld, conditioned or delayed) at any time during the Term of this Agreement. Provider shall also have the right, without Owner's consent, to make such alterations to the Premises as may be necessary to ensure that Provider's Wi-Fi System complies with all applicable federal, state or local laws, rules or regulations.

(d) Owner shall provide adequate on-site parking at the Venue to Provider and its employees, agents, and subcontractors, when such parties require or desire to be at the Venue in connection with this Agreement and the design, installation, maintenance, operation, repair and/or replacement of the Wi-Fi System. Such parking shall be at no cost to Provider or its employees, agents, and subcontractors.

(e) Owner has not granted and will not grant (directly or indirectly), after the Effective Date, a lease, license, or any other right to any third party for use of any portion of the Property or Venue for the Permitted Use and/or any provision of Wi-Fi Services. Owner shall ensure that no other party grants, after the Effective Date, a lease, license, or any other right to any third party for use of any portion of the Property of Venue for the Permitted Use and/or any other right to any third party for use of any portion of the Property of Venue for the Permitted Use and/or any other provision of Wi-Fi Services.

(f) The coverage areas for the Wi-Fi System ("Coverage Areas") are depicted on <u>Exhibit 3</u> attached hereto and incorporated by reference. The Wi-Fi System shall provide Wi-Fi Services to the Coverage Areas with a minimum signal strength of \_\_\_\_\_\_ percent (\_\_\_%) of the Coverage Areas.

(g) Provider shall provide the monitoring, maintenance, analytic reporting and other services set forth on <u>Exhibit 4</u> attached hereto and incorporated herein by this reference. As more fully described on <u>Exhibit 4</u>, Provider shall provide the following services to Owner for the Wi-Fi System:

 Monitoring of the Wi-Fi System, including Tier 1 (phone-based support), Tier 2 (diagnostics) and Tier 3 (break-fix) support.

Quarterly diagnostics and reporting (with analytics of the Wi-Fi System).

[SEC=PROTECTED]

(iii) Annual Wi-Fi System check.

#### <u>TERM</u>.

(a) This Agreement shall be effective upon the Effective Date, but the term hereof shall be \_\_\_\_\_

years, commencing on the Commencement Date (defined below) (the "Term"). The "Commencement Date" shall be the first (1<sup>st</sup>) of the month following the date that the Wi-Fi System is capable of commercial operation at the Venue.

#### b) [INSERT RENEWAL TERMS, AS APPLICABLE.]

#### <u>PAYMENTS</u>.

Commencing on the Commencement Date and on the first (1st) day of each calendar month thereafter, (a) and \_/100 Dollars (\$ Owner shall pay to Provider the sum of ) without further notice or demand (the "Services Payment"). The Services Payment shall increase by three percent (3%) over the amount in the immediately preceding year on each anniversary of the Commencement Date during the Term. If Provider has not received the payment or any other sum due by the fifth (5th) day of any month during the Term, then Owner shall pay Provider a late charge equal to five percent (5%) of the amount past due. The Parties hereby agree that such late charges represent a fair and reasonable estimate of the cost that Provider will incur by reason of the late payment. Acceptance of such late charges by Provider shall in no event constitute a waiver of Owner's default with respect to such overdue amount. Any sum not paid when due shall bear interest at the rate of fifteen percent (15%) per annum from the due date until the date of the actual payment. The Services Payment shall be payable in advance and without demand, offset, abatement, diminution or reduction of any kind or any nature. The Services Payment shall be payable to Provider at 121 Innovation Drive, Suite 200, Irvine, CA 92617, Attention: Asset Management, or at such other address as Provider may designate in writing.

(b) <u>Upgrades</u>. Unless an upgrade to the Wi-Fi System is required in order to comply with any applicable laws or is required as a result of a specific safety or security issue caused by the Wi-Fi System (that was not a result of a component or configuration thereof that was specifically requested by Owner), in which event Provider shall be responsible for such costs, Owner shall otherwise be responsible for the cost of any upgrades to the Wi-Fi System so long as Provider informs Owner in advance of the costs of such upgrade and Owner agrees to pay such costs it being understood that if Owner fails to approve any cost of upgrades to the Wi-Fi System, then Provider will not have any responsibility to undertake such upgrade work to the Wi-Fi System.

(c) <u>Repairs/Replacement</u>. In the event that the Wi-Fi System requires equipment replacements (e.g. break-fix), Owner shall be responsible for the cost of any such equipment repairs and replacements and shall reimburse Provider for its actual costs of the replacement (including the removal and installation of the new equipment) within thirty (30) days after receipt of invoice therefor. Provider must obtain Owner's prior approval of all such costs (or a reasonable estimate of such costs if a firm price is not feasible prior to the actual repair or replacement). Notwithstanding the foregoing, if the repair or replacement is the result of Provider's negligence or willful misconduct, Provider shall pay the cost of the repair or replacement. Notwithstanding anything to the contrary, when Owner is responsible for paying for the repair/replacement, Provider shall be excused from the Wi-Fi System performance requirements under this Agreement (including, but not limited to, the Service Level Agreement, speed, coverage area requirements, and signal) strength) that are impacted by the equipment in need of repair and/or replacement, which completion shall occur promptly after Owner approves the cost.

(d) <u>Additional Fees</u>. Owner shall be responsible for the cost of all Wi-Fi System operation and modification fees and expenses not included in the Services Payment as described in <u>Section 5(a)</u>, including but not limited to: (i) costs for equipment license renewal fees (but Provider represents that all such equipment license renewal fees shall be on a pass-through basis only [i.e., no mark-up by Provider]), (ii) Owner requested on-site support, (iii) Owner requested re-configurations of the Wi-Fi System, and (iv) Owner requested temporary modifications to the Wi-Fi System. Notwithstanding the foregoing, Owner shall not be responsible for the cost of Wi-Fi System operation and modification fees and expenses that are the result of Provider's negligence or willful misconduct. In order for Owner to be responsible

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for the additional fees referenced in this Section, with the exception of equipment license renewal fees, Provider shall be required to notify Owner of the amount of such fees (or reasonable estimate of such fees if a firm price is not feesible prior to performance of the work) and Owner shall have to agree in writing (which approval may be given via e-mail) to pay them (if Owner does not agree to pay them then Provider does not need to perform the work).

(e) Notwithstanding anything to the contrary in this Agreement, after the Wi-Fi System has commenced commercial operation at the Property, Provider's obligation to monitor, operate, maintain, repair, replace and/or make any upgrades to the Wi-Fi System, or any portion thereof, under this Agreement or otherwise shall be expressly contingent upon Owner not being in default under this Agreement with respect to any payments owed (as set forth in <u>Section 16</u>, Owner is in default under this Agreement if any payment owed by Owner to Provider shall have no obligation to perform the foregoing with respect to the Wi-Fi System unless and until Owner cures any such default. Notwithstanding the foregoing, Provider may not suspend performance of the foregoing obligations if Provider's invoices for any payments owed by Owner (excluding the Services Payment, which invoice amount the parties agree shall be determined in strict accordance with <u>Section 5(a)</u>, and excluding any firm price extended by Provider, which invoice amount shall be determined in strict accordance with <u>Section 5(c) or 5(c)</u> as applicable) are fifteen percent (15%) higher or more than the estimated cost and/or estimated fee approved by Owner.

6. <u>APPROVALS</u>. Owner agrees that Provider's ability to use the Premises is contingent upon the suitability of the Premises and the Venue for Provider's Permitted Use and Provider's ability to obtain and maintain all governmental licenses, permits, approvals or other relief required of or deemed necessary or appropriate by Provider for its use of the Premises, including, without limitation, applications for zoning variances, zoning ordinances, amendments, special use permits and construction permits (collectively, the "Government Approvals"). Owner authorizes Provider to prepare, execute and file all required applications to obtain Government Approvals for Provider's Permitted Use under this Agreement and agrees to reasonably assist Provider at and with no cost to Owner with such applications and with obtaining and maintaining the Government Approvals.

 TERMINATION. In addition to other grounds for termination as set forth herein, this Agreement may be terminated, without penalty or further liability, as follows:

(a) by either Party on thirty (30) days' prior written notice, if the other Party remains in default under Section 16 of this Agreement after the expiration of the applicable notice and cure periods; or

(b) by Provider upon written notice to Owner, if Provider is unable to obtain, or maintain, any required approval(s) or the issuance of a license or permit by any agency, board, court or other governmental authority necessary for the installation, use or operation of the Wi-Fi System as now or hereafter intended by Provider; or if Provider determines, in its sole discretion, that the cost of obtaining or retaining the same is commercially unreasonable.

#### INSURANCE.

- (a) During the Term, Provider shall secure and maintain in full force and effect the following insurance:
  - "All Risk" property insurance for its property's replacement cost.

(ii) Commercial general liability insurance ("CGL") with a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence aggregate, written on an occurrence basis and on a comprehensive form and covering claims and liability in connection with or resulting from Provider's activities and performance of services under this Agreement, for personal injuries, occupational sickness, disease, death or damage to property of others, including loss of use resulting therefrom, arising out of any activities or performance of services of Provider or anyone directly or indirectly employed by it and including, without limitation, Provider's indemnity obligations contained in this Agreement.

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(iii) Automobile insurance, on a comprehensive form, providing coverage on the basis of the date of any accident, with a combined single limit for bodily injury and property damage per accident of not less than One Million Dollars (\$1,000,000) for all owned, non-owned or hired automobiles, trucks and motorized vehicles directly or indirectly used in Provider's or its employee's activities or performance of services under this Agreement.

(iv) Workers compensation insurance as required by statute and employer's liability insurance.

Owner shall be endorsed as an additional insured under the CGL and automobile insurance required above for liability resulting from Provider's or its employees' activities pursuant to this Agreement. All insurance required by this Agreement shall be endorsed to be primary and not contributing with any other liability insurance available to Provider and Owner. Prior to commencing any work on the Venue, and from time to time thereafter upon the request of Owner, Provider shall provide to Owner certificates which indicate that Provider has obtained and there is in full force and effect the required insurance coverages showing the type, amount, coverages, effective dates and expiration dates of the policies.

(b) During the Term, Owner shall secure and maintain in full force and effect commercial general liability insurance with a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence aggregate, written on an occurrence basis and on a comprehensive form and covering claims and liability in connection with or resulting from Owner's activities, for personal injuries, occupational sickness, disease, death or damage to property of others, including loss of use resulting therefrom, arising out of any activities of Owner or anyone directly or indirectly employed by it and including, without limitation, Owner's indemnity obligations contained in this Agreement. Provider shall be endorsed as an additional insured under Owner's commercial general liability insurance policy for liability resulting from Owner's or its employees' activities pursuant to this Agreement.

(c) Provider and Owner each mutually release each other from liability and waive all right of recovery against the other for any property loss or damage covered by its own property insurance policy or policies actually carried or required to be carried under this Agreement, and in the event of such insured loss, it is agreed that neither Party's insurance company shall have a subrogation claim against the other. Each Party shall obtain special endorsements required by its insurer to allow such waiver of rights of subrogation, but the failure to obtain same shall not impair the effectiveness of this waiver and/or release between the Parties.

#### INTERFERENCE.

(a) Owner shall not install or permit the installation of any equipment in the Venue that would interfere with or restrict the operation of the Wi-Fi System and/or the Wi-Fi System. Owner agrees that, should any such interference be encountered in Provider's Wi-Fi System and/or Wi-Fi System operation as a result of Owner's or any other party's equipment in, on or about the Venue, Owner will, or will require that such other party to, cause such interference to be eliminated in a timely manner. If such material interference cannot be eliminated within a reasonable period of time, not to exceed forty-eight (48) hours from Owner's receipt of written notice from Provider, Owner will cease such interference, or will require that the party causing the interference, to cease such interference. In the event of any interference that continues beyond this cure period, notwithstanding anything to the contrary contained in this interference is eliminated, and Provided will have the right, in addition to any other rights that it may have at law or in equity, to elect to enjoin such interference.

(b) For the purposes of this Agreement, "interference" may include, but is not limited to, any use on the Venue or surrounding areas that causes electronic, physical or obstruction interference with, or degradation of, the communications signals to or from the Wi-Fi System.

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#### 10. INDEMNIFICATION.

(a) Provider agrees to indemnify, defend and hold Owner and its parent, subsidiary and affiliate companies, and each of their respective agents, employees, officers, directors, shareholders and partners, harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) to the extent arising from the installation, operation, use, maintenance, repair or removal of the Wi-Fi System by Provider or Provider's breach of any provision of this Agreement, except to the extent attributable to the negligence or willful misconduct of Owner and/or any of its employees, agents and/or independent contractors.

(b) Owner agrees to indemnify, defend and hold Provider and its parent, subsidiary and affiliate companies, and each of their respective agents, employees, officers, directors, shareholders and partners, harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) to the extent arising from the acts or omissions of Owner, its employees, agents or subcontractors, or Owner's breach of any provision of this Agreement, except to the extent attributable to the negligence or willful misconduct of Provider and/or its employees, agents or independent contractors.

#### <u>WARRANTIES</u>.

(a) Provider and Owner each acknowledge and represent that it is duly organized, validly existing and in good standing and has the right, power and authority to enter into this Agreement and bind itself hereto through the officer or representative set forth as signatory for the Party below.

(b) Owner represents, warrants and agrees that: (i) Owner owns the Property and the Venue, and no other party has approval rights to this Agreement; (ii) the Venue, including without limitation, the underlying real property, is not and will not be encumbered by any liens, restrictions, mortgages, covenants, conditions, easements, leases or any other agreements, of record or not of record, which would adversely affect Provider's Permitted Use and enjoyment of the Premises under this Agreement; (iii) Owner grants to Provider sole, actual, quiet and peaceful use, enjoyment and possession of the Premises; and (iv) Owner's execution and performance of this Agreement will not violate any laws, ordinances, covenants or the provisions of any mortgage, lease or other agreement binding on Owner.

(c) EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, PROVIDER MAKES NO EXPRESS WARRANTY REGARDING THE WI-FI SYSTEM, OR ANY PORTION THEREOF, AND PROVIDER DISCLAIMS ANY IMPLIED WARRANTY, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS THEREFOR.

#### <u>ENVIRONMENTAL</u>.

(a) Owner represents and warrants that it has not caused or permitted, and will not cause or permit, any hazardous substances or hazardous materials to be brought upon, kept, used, stored, generated or disposed of on, in or about the Premises or the Venue. Owner agrees to and shall indemnify, defend and hold Provider harmless from and against any and all claims, damages, fines, judgments, settlements, penalties, costs, liabilities or losses (including, without limitation, reasonable attorneys', consultant and expert fees and expenses) to the extent arising, during or after the Term of this Agreement, directly or indirectly, from any use, storage, generation, release, discharge or disposal of hazardous substances or hazardous materials on, in or about the Premises or the Venue by Owner, its employees, agents and independent contractors.

(b) Provider agrees not to cause or permit any hazardous substances or hazardous materials to be brought up on, kept, used, stored, generated or disposed of on, in or about the Premises or the Venue by Provider and its agents, employees and independent contractors, except to the extent reasonably necessary for Provider's business operations and always in accordance with applicable environmental laws and regulations. Provider agrees to and shall indemnify, defend and hold Owner harmless from and against any and all claims, damages, fines, judgments, settlements, penalties, costs,

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liabilities or losses (including, without limitation, reasonable attorneys', consultant and expert fees and expenses) arising, during or after the Term of this Agreement, from any use, storage, generation, release, discharge or disposal of hazardous substances or hazardous materials on, in or about the Premises or the Venue by Provider and its agents, employees and independent contractors.

(c) For purposes of this Agreement, the terms "hazardous substances" and "hazardous materials" mean any substance or material that is toxic, ignitable, reactive, corrosive or which is or may cause or spread any disease or which may constitute a threat to health or the environment or which is regulated by any applicable governmental authority including, without limitation, any and all substances or materials that are defined as "hazardous waste", "hazardous material", "extremely hazardous waste", "infectious waste" or a "hazardous substance" under the Resource Conservation Recovery Act, as amended, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (including by the Superfund Amendments and Reauthorization Act), the Clean Air Act, as amended, the Toxic Substances Control Act, as amended, the Safe Drinking Water Act, as amended, the Federal Insecticide, Fungicide and Rodenticide Act, as amended, and specifically includes asbestos, polychlorobiphenyls, radioactive materials, petroleum and petroleum products and by-products. Properly encased batteries are not "hazardous substances" and "hazardous materials" under this Section 12.

(d) The provisions of this Section 12 and all of its Subsections shall survive the expiration or sooner termination of this Agreement.

13. <u>ACCESS</u>. At all times throughout the Term of this Agreement, and at no additional charge to Provider, Owner shall provide to Provider and its employees, agents, and subcontractors, twenty-four (24) hours per day, seven (7) days per week access to and in the Premises, the Surrounding Space and the Venue (with such access subject to reasonable access security procedures as may be established and modified from time to time by Owner) for the installation, maintenance, repair, use and operation of the Wi-Fi System and any utilities serving the Premises. Owner acknowledges that in the event Provider cannot access the Premises, then Provider shall be excused from any Wi-Fi System performance requirements as set forth in this Agreement that cannot be met as a result of any failure by Owner to provide access to the Premises.

14. <u>REMOVAL/RESTORATION</u>. During the Term, all portions of the Wi-Fi System brought onto the Premises by Provider will be and remain Provider's personal property and Owner waives any and all lien rights it may have, statutory or otherwise, concerning the Wi-Fi System or any portion thereof. Within ninety (90) days after the expiration or earlier termination of this Agreement, Provider shall have the right, but not the obligation, to remove all or a portion of the Wi-Fi System. Any portion of the Wi-Fi System not removed by Provider within such time frame shall be deemed abandoned and shall become the property of Owner.

#### 15. MAINTENANCE/UTILITIES.

(a) Owner will maintain and repair the Venue (including the Premises) and all utility lines serving the Venue and Premises in good condition and repair, subject to reasonable wear and tear and damage from the elements.

(b) Owner shall, at Owner's sole cost and expense, furnish all electricity and other utilities necessary to install and operate the Wi-Fi System and Provider's equipment throughout the Term, and Provider shall have the right to use and consume such utilities in connection with the Wi-Fi System and the operation of Provider's equipment installed within the Venue. If Provider requires additional or upgraded utility service to install and/or operate the Wi-Fi System or their respective equipment, then upon Provider's request, Owner will take such actions as may be necessary to obtain such additional or upgraded utility service, including without limitation, granting such easements over, under and across the Venue under the underlying real property as may be necessary for the utility company to provide such additional or upgraded utility service to Provider.

(c) Owner shall, at its sole cost and expense, provide all backhaul bandwidth for the Wi-Fi System as set forth in this Agreement. During the Term, the Parties will work together in good faith to establish the desired internet backhaul bandwidth for the Wi-Fi System.

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#### <u>DEFAULT AND RIGHT TO CURE</u>.

(a) The following will be deemed a default by Provider and a breach of this Agreement: Provider's failure to perform any term or condition under this Agreement within sixty (60) days after receipt of written notice from Owner specifying the failure. No such failure, however, will be deemed to exist if Provider has commenced to cure such default within such period and provided that such efforts are prosecuted to completion with reasonable diligence. If Provider remains in default beyond any applicable notice and cure period, Owner will have the right to exercise any and all rights and remedies available to it under law and in equity.

(b) The following will be deemed a default by Owner and a breach of this Agreement: (i) Owner's non-payment of the Services Payment if such Services Payment remains unpaid for more than ten (10) days after receipt of written notice from Provider of such failure to pay; or (ii) Owner's failure to perform any term, condition or breach of any warranty or covenant under this Agreement within sixty (60) days after receipt of written notice from Provider specifying the failure. No failure, however, under Section 16(b)(ii) will be deemed to exist if Owner has commenced to cure the default within such period and provided such efforts are prosecuted to completion with reasonable diligence. If Owner remains in default beyond any applicable cure period, Provider will have any and all rights available to it under law and in equity, including but not limited to receipt of damages by Provider from Owner of all Services Payments Provider would have received from Owner for the remainder of the Term.

17. <u>ASSIGNMENT/SUBLEASE</u>. Provider may freely sell, assign or otherwise transfer, in whole or part, its interest in this Agreement and/or in the Wi-Fi System to any entity without Owner's consent. Upon assignment as outlined above, Provider will be relieved of all future performance, liabilities and obligations under this Agreement to the extent of such assignment. Provider shall have the right to sublease or license this Agreement without Owner's consent.

 <u>NOTICES</u>. All notices, requests, demands and communications hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties as follows:

If to Provider:	
-----------------	--

[	]
Attn: Legal Dep Re:	(Wi-Fi)
121 Innovation Drive, Suite 200	
Irvine, California 92617	
Attn:	
Atur.	

If to Owner:

Either Party hereto may change the place for the giving of notice to it by twenty (20) days' prior written notice to the other as provided herein.

19. <u>CONDEMNATION</u>. In the event Owner receives notification of any condemnation proceedings affecting the Venue, Owner will provide notice of the proceeding to Provider within forty-eight (48) hours. If a condemning authority takes all of the Venue, or a portion sufficient, in Provider's sole determination, to render the Premises unsuitable for Provider's continued use, this Agreement will terminate as of the date the title vests in the condemning authority. Subject to applicable law, the Parties will each be entitled to pursue their own separate awards in the condemnation proceeds, which for Provider will include, where applicable, the value of the Wi-Fi System, moving expenses and business dislocation expenses.

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20. <u>CASUALTY</u>. Owner will provide notice to Provider of any casualty or other harm affecting the Premises within forty-eight (48) hours of the casualty or other harm. If the casualty occurs during the last two (2) years of the then current term, or if any part of the Venue, Wi-Fi System or Premises is damaged by casualty or other harm as to render the Premises unsuitable, in Provider's sole determination, for Provider's continued Permitted Use, then Provider may terminate this Agreement by providing written notice to Owner, which termination will be effective as of the date of such casualty or other harm. Upon such termination, Provider will be entitled to collect all insurance proceeds payable to Provider on account thereof. If this Agreement is not terminated, Owner agrees to rebuild or restore the Venue and Premises and the Provider agrees to rebuild or restore the Wi-Fi System.

 <u>TAXES</u>. Owner shall be responsible for any taxes levied upon Provider's leasehold improvements (including Provider's Wi-Fi System) on the Premises and all of Provider's property on the Premises.

22. EXISTING ENCUMBRANCES AND GROUND LEASES. As a covenant of Owner and also as a condition to Provider's obligations under this Agreement for Provider's benefit, Owner shall cause the beneficiary under any existing deed of trust or mortgage and the ground Owner under any ground lease affecting the Venue, to provide a non-disturbance agreement to Provider within thirty (30) days after the execution of this Agreement in a form which is reasonably acceptable to Provider. If Owner's interest in the Venue or underlying real property is a Provider's interest in a ground lease, Owner warrants that nothing in the ground lease prevents Owner from performing its obligations or assuming liabilities as set forth in this Agreement, and covenants to take no action or fail to take any required action under the terms of such ground lease that would disturb Provider's possession of the Premises or impair its rights under this Agreement, and Owner warrants the term of any such ground lease permits a minimum occupancy period for Owner for no less than the Term of this Agreement.

#### MISCELLANEOUS.

(a) Amendment/Waiver. This Agreement cannot be amended, modified or revised unless done in writing and signed by Owner and Provider. No provision may be waived except in a writing signed by both Parties. The failure by a Party to enforce any provision of this Agreement or to require performance by the other Party will not be construed to be a waiver, or in any way affect the right of either Party to enforce such provision thereafter.

(b) Limitation of Liability. Except for the indemnity obligations set forth in this Agreement, and otherwise notwithstanding anything to the contrary in this Agreement, Provider and Owner each waives any claims that each may have against the other with respect to consequential, incidental or special damages, however caused, based on any theory of liability.

(c) Bind and Benefit. The terms and conditions contained in this Agreement will run with the Venue and underlying real property and bind and inure to the benefit of the Parties, their respective successors and permitted assigns.

(d) Entire Agreement. This Agreement and the exhibits attached hereto, all being a part hereof, constitute the entire agreement of the Parties hereto and supersedes all prior offers, negotiations, letters of intent, and agreements with respect to the subject matters of this Agreement. By execution of this Agreement, the Parties agree that they have not relied upon any oral or written agreements, representations, warranties, statements, promises or understandings with respect to the subject matter hereof, not specifically set forth or referred to in this Agreement, and waives any rights or claims arising from any such statements, promises or representations.

(e) Governing Law. This Agreement will be governed by the laws of the state in which the Premises are located, without regard to conflicts of law.

(f) Interpretation. Unless otherwise specified, the following rules of construction and interpretation apply: (i) captions are for convenience and reference only and in no way define or limit the construction of the terms and conditions hereof; (ii) use of the term "including" will be interpreted to mean "including, but not limited to"; (iii) whenever a Party's consent is required under this Agreement, except as otherwise stated in this Agreement or as same

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may be duplicative, such consent will not be unreasonably withheld, conditioned or delayed; (iv) exhibits are an integral part of this Agreement and are incorporated by reference into this Agreement; (v) use of the terms "termination" or "expiration" are interchangeable; (vi) reference to a default will take into consideration any applicable notice, grace and cure periods; (vii) to the extent there is any issue with respect to any alleged, perceived or actual ambiguity in this Agreement, the ambiguity shall not be resolved on the basis of who drafted this Agreement; and (viii) the singular use of words includes the plural where appropriate.

(g) Affiliates. All references to "Provider" shall be deemed to include any Affiliate of Provider using the Premises for any Permitted Use or otherwise exercising the rights of Provider pursuant to this Agreement. "Affiliate" means with respect to a Party to this Agreement, any person or entity that (directly or indirectly) controls, is controlled by, or under common control with, that Party. "Control" of a person or entity means the power (directly or indirectly) to direct the management or policies of that person or entity, whether through the ownership of voting securities, by contract, by agency or otherwise.

(h) Survival. Any provisions of this Agreement relating to indemnification shall survive the termination or expiration hereof. In addition, any terms and conditions contained in this Agreement that by their sense and context are intended to survive the termination or expiration of this Agreement shall so survive.

(i) No Electronic Signatures/No Option. The submission of this Agreement to any Party for examination or consideration does not constitute an offer, reservation of or option for the Premises based on the terms set forth herein. This Agreement will become effective as a binding Agreement only upon the handwritten legal execution, acknowledgment and delivery hereof by Owner and Provider.

(j) Severability. If any provision of this Agreement is held invalid, illegal or unenforceable by a court or agency of competent jurisdiction, (a) the validity, legality and enforceability of the remaining provisions of this Agreement are not affected or impaired in any way if the overall purpose of this Agreement is not rendered impossible and the original purpose, intent or consideration is not materially impaired; and (b) the Parties shall negotiate in good faith in an attempt to agree to another provision (instead of the provision held to be invalid, illegal or unenforceable) that is valid, legal and enforceable and carries out the Parties' intentions to the greatest lawful extent. If any such action or determination renders the overall purpose, intent or consideration of this Agreement, and the Parties are, despite the good faith efforts of each, unable to amend this Agreement to retain the original purpose, intent and consideration in compliance with that court or agency determination, either Party may terminate this Agreement upon sixty (60) days' prior written notice to the other Party.

(k) Attorneys' Fees. The prevailing Party in any action or proceeding in court or mutually agreed upon arbitration/mediation proceeding to enforce the terms of the Agreement shall be entitled to receive its reasonable attorneys' fees, including court, consultant and expert costs, fees and expenses, from the non-prevailing Party.

(1) Further Assurances. From and after the date of this Agreement, Owner and Provider agree to do such things, perform such acts, and make, execute, acknowledge and deliver such documents as may be reasonably necessary or proper to complete the transactions contemplated by this Agreement and to carry out the purposes of this Agreement.

(m) Estoppel. Within ten (10) days of the request of either Party, the other Party shall execute and provide a statement to the requesting Party, (i) certifying that this Agreement is in full force and effect; and (ii) certifying any other facts as the requesting Party reasonably requests.

(n) Counterparts. This Agreement may be executed, whether by hand written signature or electronic signature via DocuSign, in two (2) or more counterparts, which counterparts may be delivered by facsimile or via electronic mail with the same effect as delivery of the originals, all of which shall be considered one and the same original agreement and shall become effective when one or more counterparts have been signed by each of the Parties. All Parties need not sign the same counterpart.

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#### (o) Waiver of Jury Trial. EACH PARTY, TO THE EXTENT PERMITTED BY LAW, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING UNDER ANY THEORY OF LIABILITY ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT OR THE TRANSACTIONS IT CONTEMPLATES.

(p) Force Majeure. Neither party shall be liable for failure to perform its obligations under this Agreement due to acts of God, the failure of equipment or facilities not owned or controlled by a party (including, but not limited to, utility service), government order or regulation or any other circumstances beyond the reasonable control of the party with the performance obligation. Such circumstances shall include Owner or third party denial of Provider access to the Wi-Fi System or other facilities or rights-of-way essential to serving the Premises.

24. <u>CONFIDENTIALITY</u>. The Parties agree to keep the terms of this Agreement and all information exchanged in connection with negotiating this Agreement and regarding any dispute or controversy arising from or under this Agreement confidential. The Parties will not (except as required by applicable law, regulation or legal process), without prior written consent, disclose this Agreement to any third party (other than to either Party's attorneys, accountants, equity investors, debt lenders, and other advisors). Notwithstanding the foregoing, Provider may issue press releases or other public communications relating to existence of this Agreement and/or installation of the Wi-Fi System at the Venue.

[Remainder of page intentionally left blank.]

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# IN WITNESS WHEREOF, the Parties have caused this Agreement to be effective as of the last date written below.

OWNER:

PROVIDER:

,	[]	1	
a	a [	1	
By:	By:		
Name: Title:	Name:		
Title:	Title:		
Date:	Date:		

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DESCRIPTION OF PREMISES - EQUIPMENT SPACE

The Premises are described and/or depicted as follows:

Notes:

1. THIS EXHIBIT MAY BE REPLACED BY CONSTRUCTION OR OTHER DRAWINGS OF THE PREMISES ONCE RECEIVED BY PROVIDER.

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EXHIBIT 1 -1-Confidential

#### DESCRIPTION OF PREMISES - AP SPACE AND CONNECTIONS

The Premises are described and/or depicted as follows:

Notes:

- THIS EXHIBIT MAY BE REPLACED BY CONSTRUCTION OR OTHER DRAWINGS OF THE PREMISES ONCE RECEIVED BY PROVIDER.
- THE TYPE, NUMBER AND MOUNTING POSITIONS AND LOCATIONS OF APS AND CABLING ARE ILLUSTRATIVE ONLY. ACTUAL TYPES, NUMBERS AND MOUNTING POSITIONS MAY VARY FROM WHAT IS SHOWN ABOVE UPON MUTUAL AGREEMENT OF OWNER AND PROVIDER.

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EXHIBIT 2 -1-Confidential

# COVERAGE AREAS

[SEC=PROTECTED]

EXHIBIT 3 -1-Confidential

## MONITORING AND MAINTENANCE

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EXHIBIT 4 -1-Confidential

Pro

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prepared by ICE Services, Inc.



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prepared by ICE Services, Inc.

# 1. Summary Letter

**To:** City and Borough of Juneau (CBJ) **Subject:** Summary Letter – Response to RFP 25-190

Dear Purchasing,

We appreciate the opportunity to propose our services for RFP 25-190. ICE ICT understands the importance of enhancing public connectivity within Juneau's Maritime Industry Zone (MIZ). This project will provide robust and reliable Wi-Fi services to support cruise ship passengers, local businesses, and residents by deploying a high-performance public Wi-Fi network with a minimum 95% uptime, ensuring seamless internet access in high-density, seasonally active areas.

Our team has extensive experience in executing complex telecommunications and IT infrastructure projects in challenging environments. Collectively, we have successfully designed, implemented, and managed large-scale network deployments for high-profile clients in remote and environmentally sensitive regions. Our expertise spans network design and optimization, structured cabling, wireless technology implementation, and advanced project management. These capabilities enable us to address the unique challenges presented by Juneau's maritime setting, including high traffic density, weather variability, and rigorous performance standards.

ICE ICT's approach integrates ITIL and ICT best practices to ensure precise planning, efficient execution, and user-focused outcomes. For this project, we propose using Cambium's Wi-Fi 6E access points and Terragraph Mesh Networks to provide reliable connectivity and scalability. Our solution leverages innovative technologies to optimize bandwidth, mitigate congestion, and adapt to dynamic environmental factors. Additionally, we will collaborate closely with CBJ to secure installation sites, comply with all safety and environmental regulations, and ensure seamless integration with existing infrastructure.

We acknowledge receipt of Addendum No. 1 and are fully aligned with the terms outlined in Attachments A, B, and C. Our proposal details a comprehensive plan encompassing design, installation, management, and maintenance to achieve project success.

Thank you for considering ICE ICT as your partner for this critical project. We are committed to delivering a state-of-the-art public Wi-Fi network that enhances user experience, supports local businesses, and bolsters Juneau's reputation as a premier destination.

Sincerely,

Christian Cheatham Manager of Business Development ICE Services Inc. ICT Division (ICE ICT) 2606 C Street, Anchorage, Alaska 99503 907.308.8240 crc@iceservices.net

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# Understanding & Methodology

# Project Understanding

The project outlined in RFP 25-190 focuses on delivering internet services in Juneau's Maritime Industry Zone (MIZ) for the City and Borough of Juneau (CBJ). The primary objective is to enhance public connectivity, particularly during the cruise ship season, ensuring reliable Wi-Fi access for both visitors and residents. The identified zones (Zone A and Zone B) cover high-density areas with substantial seasonal activity, requiring robust network infrastructure capable of handling high traffic volumes and mitigating signal congestion. The contract will span January 2025 to December 2025, with operational service dates aligned with the cruise season from mid-April to early October. Additionally, the contract includes an annual renewal option for up to five years, contingent on funding availability and contractor performance.

Key project requirements include the implementation of a secure, high-performance public Wi-Fi network with a minimum 95% uptime and minimal geographic signal gaps. The system must support basic internet usage, operate efficiently in a high-density environment, and feature filtering and security measures to prevent misuse. Technical specifications include support for 2.4GHz, 5GHz, and 6GHz frequencies, with 60GHz backhaul connectivity and provisions for future upgrades. Contractors will be responsible for the installation, management, and maintenance of the system, while CBJ will assist in securing installation sites, such as city light poles. The network must also include reporting capabilities to provide usage statistics and demonstrate system performance.

The work area presents unique challenges as it encompasses a busy maritime environment with significant safety and environmental considerations. Contractors must account for the movement of vessels, heavy equipment, and pedestrian traffic, while ensuring compliance with safety protocols and minimizing environmental impact. This includes planning installations to avoid disruptions to maritime operations and preserving sensitive coastal habitats.

Additional challenges identified in the RFP include the congested radio frequency environment, the need for seasonal network adjustments, and adherence to stringent performance metrics. Contractors must also comply with Title 36 labor regulations if subcontractors are employed. The goal is to deliver a user-friendly, cost-effective public Wi-Fi solution that enhances the visitor experience, supports local businesses, and potentially bolsters emergency communication capabilities, all while prioritizing safety and environmental stewardship in a dynamic maritime setting.

End users must be able to send and receive email, browse websites, and conduct other basic internet activities.

# Technical Challenges and Remedies

During the initial planning and assessment phases of the project, we identified several technical challenges associated with deploying a high-performance wireless network in Juneau. These challenges stem from the unique environmental and infrastructure conditions in the region, requiring careful consideration and innovative solutions. Below, we outline the primary obstacles encountered and the

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strategies we are implementing to overcome them, ensuring the project achieves optimal performance and long-term reliability

Below highlights a partial list of some of the technical challenges identified:

- Electrical power for the wireless devices will primarily be supplied through the light poles to which the equipment will be attached. This installation method offers optimal coverage at a highly cost-effective value but presents several challenges:
  - The project locations feature a mix of voltage levels, including 120V, 240V, and 277V, along with varying control types.
  - To ensure continuous power to the network devices, many light poles will need to be retrofitted with photocells or provided with a dedicated separate circuit to enable continuous power to network devices.
- Juneau experiences a significant amount of precipitation during the designated service period.
  - Rain significantly affects the propagation of 60GHz radio waves. To address this challenge, the system is designed with generous link budgets to accommodate substantial rain fade and maintain reliable connectivity.
- When implementing a 60Ghz Terragraph network, Line of Site is of paramount importance to have a resilient and high-speed network. To guarantee this, Ice has dedicated time to doing a significant local study to verify line of site between the expected install locations. High-resolution photographs from this site visit, combined with high-resolution satellite imagery, allowed us to plan the network primarily around existing light poles and CBJ-owned facilities that we were able to verify the line of site between. Ice also realizes that Juneau is a dynamic environment where things can change rapidly. As such our design also prioritizes flexibility in end point locations. This allows us to rapidly respond to environmental changes affecting line of sight and adjust our device placement accordingly.

## Methodology

#### **General Design Approach**

The design approach combines ITIL and ICT best practices to deliver customer-focused solutions while mitigating potential risks. Key steps include:

- 1. Assessment and Requirements Gathering: Evaluate the opportunity to understand customer objectives and gather detailed requirements from stakeholders to align with operational goals.
- 2. Data Collection and Environmental Analysis: Conduct site surveys and assessments to identify environmental risks and obstacles that may impact the solution.
- 3. Technology and Resource Alignment: Analyze data to select technologies and resources that address requirements while mitigating risks and enhancing efficiency.
- 4. Vendor and SME Collaboration: Engage vendors and experts to ensure solutions align with industry standards and best practices.
- 5. Quality Assurance and Feedback: Implement quality measures focusing on end-user experience, system performance, and reliability, incorporating feedback for continuous improvement.
- Operational Schedule Development: Establish a schedule with installation timelines and service readiness, ensuring minimal disruption to operations and service commencement before the cruise season.
- Solution Development and Refinement: Develop and refine the solution based on data, reviews, and feedback to ensure feasibility and quality.

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- 8. Validation and Finalization: Test and validate the solution to meet performance, security, and operational standards, and present it to the customer for approval.
- 9. Implementation Planning: Create a detailed plan with project timelines, resource allocation, and risk management.

#### **Technical Design Theory**

To support the expected density of end users in a tight geographical area, a modern wireless access point with WIFI 6E support and the capability to connect numerous devices is essential. For this project, we selected the Cambium XE3-4TN access point. This high-performance, IP67-rated WIFI 6E device features a tri-radio architecture, providing fast speeds and low latency across the 2.4 GHz, 5 GHz, and 6 GHz bands. Its advanced MU-MIMO technology and scalable management make it ideal for dense environments like the Juneau waterfront and downtown. Additionally, it integrates seamlessly with CN Maestro X, enabling centralized management, detailed analytics, and AI-driven optimization to enhance performance and scalability.

To determine the required access points necessary for coverage, ICEICT partnered with Cambium to conduct a Hamina study of the project zones. Together, we identified mounting locations that prioritize an optimal end-user experience while leveraging CBJ-owned infrastructure and existing permanent unswitched power to reduce electrical upgrade costs. See **Attachment D** for proposed Client AP mounting locations within the Core Network Area.

Once the AP mounting locations were finalized, we designed the distribution network to extend service from the core network locations to the APs. Cambium's CN Wave technology was chosen for its proven track record, robust technology stack, and ability to meet project requirements. The first step was identifying Point-of-Presence locations that have existing ISP fiber optic cabling capable of distributing bandwidth, without creating bottlenecks. This design choice helped to eliminate complex trenching operations that could potentially delay the project. Working with ACS, we selected two CBJ-owned locations, Harbor House and City Hall, which satisfied the above criteria and eliminated the need for costly third-party Space & Power Agreements. Each POP has been designed to provide a highly resilient network with self-healing capabilities, aimed at preventing outages and reducing down-time. With these design principles in mind, ICE ICT has incorporated two SonicWall NSa 4700 Next Generation Firewalls, configured for High-Availability, to provide network security, bandwidth management, and content filtering in each of the designated POPs.

From the POPs, the distribution network will extend to all necessary service locations using Cambium V5000 and V2000 devices, adhering to Terragraph Network design principles. The core network is designed with multiple routes between nodes, ensuring that if one node fails, the overall network remains operational while also increasing throughput capacity.

The attached photos in **Attachment E** of the distribution network indicate approximate pole locations. While many identified poles are likely to be used, final selections depend on electrical discovery and design, potentially reducing costs by minimizing significant electrical work. Equipment will primarily be mounted directly to poles using stainless steel banding. In cases where pole space or line of sight is insufficient, standoff brackets and pipe mounts will be employed. Whenever possible, mounting brackets will be color-matched to poles to minimize aesthetic impact.

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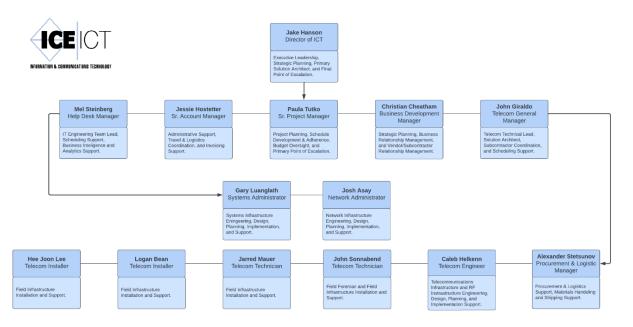
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# 3. Management Plan

## **Organizational Structure**

The below Project Organization Chart provides insight into the personnel assigned to the Project and their responsibilities.



# Accountability & Communication

## **Project Management**

ICE ICT is committed to following best practice principles for all projects whether large, small, complex or simple. Below underscores the indispensable role that structured project management will play in this endeavor.

Structured Project Management Ensures:

- 1. Timely Completion: By systematically breaking down the project into actionable phases and continuously monitoring progress, we guarantee the timely realization of each milestone, ensuring the entire project stays on track.
- 2. Budget Adherence: Efficient resource allocation and vigilant monitoring mean that we pledge to operate within the stipulated budget, ensuring there are no unforeseen costs.
- Clear Communication: An integral part of our project management ethos is fostering transparent communication. We believe that keeping you informed every step of the way not only builds trust but also ensures alignment of expectations and objectives.
- Anticipating and Mitigating Risks: By proactively identifying potential challenges and having preemptive solutions in place, we aim to ensure a deployment process with minimal disruptions.
- End-User Centricity: Our project management approach always keeps the end-user in mind, ensuring that the deployment caters to their needs and provides exemplary user experience.

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ICE ICT will provide a Project Manager to perform the following:

- Customer Communications
- Develop a project plan
- Weekly reports
  - o Schedule and percentage to completion, Budget tracking, Task Completion
  - o Other Notes of interest or situational awareness
  - o Identifying Project risks or other notable variables
- Change Management
- Coordination of Logistics/Billeting
- Coordination of Facilities Access
- Resource Scheduling
- Lessons Learned
- Management of Subcontractors
- Project Documentation at Close Out

## **Change Management**

Implementing a structured change management process is essential to effectively handle change orders that may arise due to scope increases, unexpected events, or unforeseen obstacles during the project. The following outlines the proposed change management process:

- 1. Change Identification and Request Submission:
  - a. Identification: Recognize the need for a change due to factors such as increased scope, unexpected events, or obstacles not identified during the initial scoping process.
  - b. Documentation: Complete a Change Request Form (CRF) detailing the nature of the change, reasons, benefits, costs, impacts, and any supporting documentation.
  - c. Submission: Submit the CRF to the Project Manager for initial review.
- 2. Initial Review and Impact Analysis:
  - a. Feasibility Assessment: The Project Manager evaluates the technical feasibility of the proposed change.
  - b. Impact Analysis: Assess the potential impact on project scope, schedule, cost, and quality.
  - c. Risk Evaluation: Identify risks associated with implementing or not implementing the change.
- 3. Change Control Board (CCB) Evaluation:
  - a. Review: The Change Control Board, comprising key stakeholders and subject matter experts, reviews the CRF along with the feasibility and impact assessments.
  - b. Decision Making: The CCB may approve, reject, request additional information, or suggest modifications to the proposed change.
- 4. Approval and Authorization:
  - a. Formal Approval: Obtain formal approval from authorized personnel or the client, as required.
  - b. Documentation: Record the approval status and any conditions or stipulations associated with the change.
- 5. Implementation Planning:
  - a. Resource Allocation: Determine the resources required, including personnel, materials, and time.

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- b. Schedule Adjustment: Update the project schedule to incorporate the change, ensuring alignment with critical milestones.
- c. Communication: Inform all relevant stakeholders of the approved change and its implications.
- 6. Execution and Monitoring:
  - a. Implementation: Execute the change as per the updated project plan.
  - b. Quality Assurance: Monitor the implementation to ensure it meets the defined acceptance criteria.
  - c. Issue Resolution: Address any issues or deviations promptly to minimize impact.
- 7. Post-Implementation Review and Closure:
  - a. Review: Conduct a post-implementation review to evaluate the effectiveness of the change and document lessons learned.
  - b. Closure: Formally close the change request, updating all project documents and baselines accordingly.
- 8. Billing for Change Orders:
  - a. Time and Materials (T&M): Change orders related to this project will be billed on a T&M basis.
  - b. Administrative Markup: Materials and fees will include an administrative markup of 15%.

## **Escalation Matrix**

	Contact Name	Job Title	Phone Number	Email Address
1	Paula Tutko	ICT Project Manager	907.921.7930	ptutko@iceservices.net
2	John Giraldo	Communications Technology Supervisor	(907) 433-6033	john.giraldo@iceservices.net
3	Christian Cheatham	Manager Of Business Development	907.308.8240	christian.cheatham@iceservices.net
4	Jake Hanson	Director of Information & Communications Technology	907.433.6030	jake.hanson@iceservices.net

ICE ICT is committed to delivering an exceptional experience for our customers, we do recognize the importance of having a structured approach for those unique situations that require elevated attention. It's important to note that this escalation matrix is \*\*not designed for routine support queries\*\* but is intended for issues or situations that necessitate escalated visibility within our organization.

Particularly when misalignments or misunderstandings arise, the escalation matrix serves as a crucial tool to bring these issues to the attention of higher authorities or specialized teams promptly. This not only speeds up the resolution process but also fosters a sense of transparency and trust between us and our valued customers. By implementing this escalation matrix, we aim to go beyond mere problem-solving and focus on strengthening and realigning the foundational elements of our business relationship, ensuring long-term harmony and collaborative success.

# 4. Work Strategy & Timeline.

## **Project Timeline**

To provide a clear roadmap for this project, we've outlined a detailed timeline with key milestones, including Design, Procurement, and Construction, which will guide us through the project from start to finish, ensuring timely completion as specified in your RFP (see Attachment F - Project Schedule)

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# System Capabilities

Network Architecture and Connectivity:

- Mesh Networking: Self-healing, resilient 60GHz cnWave mesh technology with rapid reconvergence (<100ms) for redundancy and reliability.</li>
- High-Density Support: Multi-radio Wi-Fi 6/6E access points optimized for dense user environments.

Performance Optimization and Control:

- Bandwidth Control: Advanced traffic shaping and rate-limiting features to prioritize critical services.
- Content Filtering: DNS-based filtering for categories like adult content, illegal activities, and application control (e.g., throttling specific apps like Netflix).

Enhanced User Experience:

- End-User Monitoring: Tools for real-time performance tracking, application visibility (2,400+ apps), and proactive troubleshooting.
- Dynamic Channel Allocation: AutoRF technology to optimize channel settings and mitigate interference.

Management and Insights:

- Centralized Management: cnMaestro X platform for configuration, zero-touch provisioning, realtime monitoring, and detailed analytics.
- Customizable Reporting: MSP dashboards with multi-tenant support, historical data retention, and integration with third-party systems.

Specialized Features:

- Bluetooth Low Energy (BTLE): Indoor positioning for location-based services, traffic analysis, geofencing, and public safety enhancements.
- Dynamic Network Segmentation: Secure separation of traffic, prioritization of critical applications, and user isolation for enhanced security.
- Deployment Flexibility:
- Modular Design: Easily scalable solutions with adaptable end-point configurations for changing environments.
- Robust Equipment: IP67-rated hardware designed for harsh outdoor conditions.

## System Reporting

**Real-Time Monitoring and Alerts:** 

• Continuous monitoring of network health and performance via SNMP or Rest API.

• Real-time critical alerts and escalation for incidents affecting network integrity.

Usage and Performance Insights:

- Collection and analysis of traffic statistics to provide detailed insights into network usage and efficiency.
- Advanced troubleshooting tools and real-time performance metrics available through centralized management platforms like cnMaestro X.

Scheduled and On-Demand Reports:

- Weekly project reports including schedule updates, completion percentages, budget tracking, task status, and identified risks.
- Comprehensive incident post-analysis, including root cause and lessons learned.

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Historical Data Retention:

• Long-term data storage for trend analysis, including two-year retention for Fixed Wireless Broadband (FWB) devices and one year for Enterprise and IoT devices.

Customizable Dashboards:

- MSP dashboards for multi-tier customization, including detailed tenant statistics and guest portal insights.
- Drill-down capabilities for granular data examination, ensuring actionable insights for stakeholders.

# 5. Operations and Management

## Managed Network Services & Support

- 24/7/365 Network Health & Performance Monitoring.
- 24/7/365 Remote Support for Outages or Performance Issues.
- Automatic escalation of critical alerts to Technical Support Team.
- Regular Network Maintenance, Security Patching, and Device Firmware Updates.
- Application Control and Content Filtering Support.
- Bandwidth Management Configuration Support.
- Regularly Scheduled Network Health, Performance, and Utilization Reports.

Upon project commissioning, ICE ICT will establish comprehensive support procedures and present customizable Service Level Agreement (SLA) options during negotiations. Currently, our SLA operates on a best-effort basis, supported by resources located locally in Junea, and remotely from Anchorage and Prudhoe Bay, Alaska.

## 6. Experience & Qualifications

## **Relevant Projects**

## **ConocoPhillips Alaska Incorporated - Open Internet Access Project**

ICE ICT successfully executed a time-sensitive project to meet ConocoPhillips Alaska Inc.'s operational demands during the winter construction season. This effort was critical due to weather-dependent timelines, with operations relying on the construction of temporary ICE roads and pads, which melt each spring, necessitating rapid demobilization.

Key Project Highlights:

- Scope and Infrastructure Support:
  - Delivered Internet distribution to 1,854 beds across 23 camps and 10 office locations within the Kuparuk and Willow operations areas.
  - Utilized fiber and microwave technology to ensure robust connectivity.
- Technical Implementation:
  - Installed structured cabling adhering to ANSI/TIA/BICSI standards, certifying each composite drop.
  - Deployed Aruba wireless access points, network switches, and centralized management via Aruba Central to manage performance, security, and connectivity.

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- Conducted pre-deployment planning, hardware installation, configuration, and rigorous post-deployment testing to ensure reliable service.
- Service Excellence:
  - Implemented 24/7 network monitoring, bandwidth management, content filtering, and regular updates to ensure continuous operations.
  - Installed and managed 56 security cameras within telecom spaces to enhance equipment monitoring.
- Logistical Coordination:
  - Met the demands of harsh Arctic conditions and rapidly changing weather.
  - Completed structured milestones for invoicing, accommodating both permanent and temporary camps and offices.

This project underscores ICE ICT's capability to deliver on rapid schedules, logistical challenges, and comprehensive connectivity solutions in extreme environments, ensuring seamless support for ConocoPhillips' operations.

## Santos' Nanushuk Operations Project

ICE ICT successfully executed a large scale 128,000 square foot commercial project to design, procure and install commercial Telecommunications infrastructure to support Santos' Nanushuk Operations Center project.

Key Project Highlights:

- Scope and Infrastructure Support:
  - Designed, procured and installed telecom infrastructure for a 316-bed hotel, office complex, data center, telecom module and water/wastewater facility.
  - Utilized vast array of expertise to provide structured cabling, access control, security cameras, video teleconference and IPTV systems.
- Technical Implementation:
  - Installed and certified approx. (1,800) Cat6/A structured cabling adhering to ANSI/TIA/BICSI standards
  - Installed and certified (18) single mode fiber optic trunk cables
  - o Built and installed Telecom Space equipment for the following
    - 1 Data Center, 1 Telecom Module, 3 Telecom Rooms, 13 Telecom Enclosures
  - Installed wireless access point enclosures and cabling for approx. (100) wireless access points
  - Installed and commissioned and IPTV system inclusive of dishes, IPTV headend and approx.
     (360) televisions
  - Installed electronic access control system inclusive of locking hardware, headend equipment and credentialling servers for approximately (40) man doors and (40) cabinet doors
  - Installed IP based security camera system inclusive of cameras, cabling, network video recorder and user terminal for approximately (80) cameras
  - Installed video teleconferencing equipment for (5) conference spaces and (1) emergency operations center
- Installation technicians on the project were subject matter experts and held the following trainings/certifications:
  - o BICSI Technician, ETA Fiber Installer/Technician, Leviton Authorized Network Installer

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### Team Bios and Experience

#### **Christian Cheatham**

Christian Cheatham is a dynamic ICT Business Development Manager with over 25 years of experience driving growth and innovation in the technology sector. Currently at ICE Services, Inc., he leads initiatives that optimize operations and deliver tailored ICT solutions, leveraging a hybrid work model to enhance collaboration and client satisfaction. Christian's career includes key roles such as Senior Solutions Architect at Alaska Communications, where he implemented cutting-edge technologies, and Account Executive at Ampersand, focusing on MSP and project sales. His expertise spans diverse industries, including Oil and Gas, federal contracting, and IT operations in Arctic and remote regions. Known for his strategic vision and commitment to excellence, Christian excels in identifying opportunities, fostering partnerships, and crafting solutions that align with business objectives.

### **Caleb Helkenn**

Caleb Helkenn is a highly skilled telecom engineer with over 10 years of experience in designing, developing, and maintaining communication systems. With expertise in both wired and wireless technologies, Caleb has worked on a range of projects, from optimizing network infrastructure to deploying cutting-edge solutions for clients across Alaska and other challenging environments. He is a BICSI Certified Technician, with training in fiber optic cabling systems, copper cabling systems, and wireless network design. He specializes in network planning, system integration, and troubleshooting, ensuring reliable and efficient communication networks. Of note, Caleb has spent several years supervising the implementation and maintenance of HF, VHF, UHF, and microwave wireless systems in Antarctica for the United States Antarctic Program. Passionate about staying ahead of industry trends, Caleb is committed to advancing telecom solutions and contributing to the evolving digital landscape.

### John Giraldo

Projects Supervisor / Field Manager - Has 16 years of experience engineering, designing, and installing inter/ intra building structured cabling. His long experience in Alaska's rugged environment and encyclopedic industry knowledge allows him to easily generate quick, dependable design and installation solutions. He oversees ICE Services cabling projects from end to end and is responsible for compliance with all industry codes, standards, and regulations over copper, coax, fiber and wireless systems. He is an ETA Certified Fiber Optic Splicer, a Copper and Fiber Optic ISP/OSP Combo-Tech, and BICSI ITS Fundamentals Certified.

#### Jake Hanson

Director of Technology – Has over 9 years' experience in the IT industry. With an education from University of Alaska Anchorage and AVTEC - Alaska Institute of Technology, Jake brings not only expertise and knowledge but has years of experience working as a lead technician on the North Slope, and understands the environment without delay. His analytical mindset enables him to design, install and oversee reliable networks to ensure unobtrusive operation of business. He is certified in CompTIAA+, CompTIA IT, Comp TIA Net+, MCTS, MCTS, MCP, CCNA, as well as CISCO Network Fundamentals, CISCO Switches & Routing, CISCO WAN Management, CISCO Router Fundamentals.

### Paula Tutko

Paula Tutko is a skilled Senior Project Manager with over 20 years of experience in managing and delivering complex projects to include Department of Defense, Oil & Gas, and telecommunications. With

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expertise in overseeing large-scale infrastructure deployments, system upgrades, and service implementations, Paula has a proven ability to lead cross-functional teams and collaborate with key stakeholders to achieve project goals.

Throughout her career, Paula has successfully managed end-to-end project lifecycles, ensuring seamless coordination between engineering, operations, and client teams. She is adept at navigating the technical and regulatory challenges of the telecom industry, consistently delivering projects on time, within budget, and to the highest quality standards. Paula's reputation as a resourceful team leader and ability to work with integrity and professionalism has earned her respect and inspired cooperation.

### Subcontractor Identification

ICE ICT has selected a team of subcontractors that have extensive knowledge of the proposed project location.

Design

 Pacific Alternatives - uniquely qualified to assist ICE with their WIFI and wireless back haul network roll out from concept to implementation. With our knowledge of the existing electrical infrastructure in the Downtown Juneau area, experience coordinating inter-departmental CBJ projects and in-the-field construction management experience, Pacific Alternatives aims to provide value by helping to select cost-optimized node locations and acceleration of the short project schedule through efficient planning, permitting, and implementation. As an electrical engineering and construction administration firm, we are manufacturer and contractor agnostic. We view you and your business as our only client in the project. For delivery of the project from design through construction, it is our professional duty to understand your business' needs and find solutions that best align.

### **Electrical Subcontractors**

- Chatham Electric is a NECA contractor that employ's IBEW electricians, project support staff, mechanics, material handlers, power, and telephone lineman. Juneau is our home and we take pride in the reputation that we have established in our 24 years of operation. In addition to performing quality electrical work, we consider ourselves to be a pillar of our community and support numerous community programs. Our current project workload will be completed late fall of 2025. This positions ourselves optimally for performing the work for this project and we are confident in our abilities to support this project in its entirety. Chatham Electric, with over 20 years of experience in Alaska, specializes in building electrical and communications infrastructure, including wireless systems and structured cabling, making them well-suited for Wi-Fi deployment projects.
- Valley Electric, based in Juneau, offers comprehensive electrical services across residential, commercial, and industrial sectors, with expertise in communications and fiber installations, ensuring reliable support for Wi-Fi infrastructure projects.

### **Traffic Management**

 Northern Dame offers reliable traffic control equipment and services of the highest quality and has successfully completed projects in Juneau. We appoint trained, experienced, and knowledgeable traffic control supervisors to set up, take down, and maintain all traffic control equipment. These dynamic individuals will also take charge of overseeing any flaggers on-site, ensuring a smooth flow of traffic in your area.

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### Safety and Risk Management

### **Safety Philosophy and Practices**

Safety is a foundational value embedded in every aspect of ICE ICT's operations. The health, safety, and environmental (HSE) program reflects a culture of accountability, supported by robust policies and rigorous training. Through open communication and comprehensive risk assessments, teams are empowered to identify, mitigate, and respond to hazards effectively. Employees at every level are encouraged to exercise Stop Work Authority, ensuring that unsafe conditions or practices are addressed without hesitation. This commitment is further strengthened by a feedback-driven approach to continuous improvement, fostering a workplace where health and safety are integral to operational excellence.

In a bustling maritime environment, environmental stewardship is of heightened importance. ICE Services strictly adheres to all environmental regulations and permits, maintaining zero tolerance for environmental releases. A tailored Environmental Plan (EP) ensures compliance with waste management protocols, spill containment procedures, and emergency response measures. Environmental risks are proactively assessed and mitigated through project-specific hazard analyses, with swift adaptation to dynamic conditions. By integrating sustainability into the operational framework, respect for the local ecosystem and the broader community is demonstrated.

Transparency and trust are central pillars of relationships with clients and stakeholders. The HSE program is built on accountability at all organizational levels, reinforced by detailed inspections, incident reporting, and corrective actions. Clear documentation and regular audits ensure commitments to health, safety, and environmental performance are verifiable and actionable. In partnership with customers, efforts focus on exceeding expectations, delivering reliable services while safeguarding people, assets, and the environment.

### MARSEC 1

During our site surveys and assessments, we observed several signs designating MARSEC Level 1 areas within the Docks and Harbors of the City Borough of Juneau. While we do not anticipate MARSEC Level 1 to impact this project, we will take precautionary measures to ensure compliance and operational readiness. All personnel involved will carry valid identification, and we will maintain detailed manifests of the materials being utilized. Additionally, as a proactive measure, we will discuss our project plans and activities with Docks and Harbors prior to any onsite implementation to align with their protocols and expectations. This approach ensures smooth operations while respecting safety and security requirements.

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### References

### Worley

ICE Services have been providing Internet and TV services to us for many years now, with prompt and courteous customer service whenever any technical or other types of concerns emerged. Ice Services have also been willing to work with us to accommodate changes within our business. Additionally, they have a very user-friendly IT support and quote review and approval workflow, which has come in handy quite a few times.

Anastasia Dubois Manager, Supply Chain Alaska, 3700 Centerpoint Dr., Ste 703, Anchorage, AK 99503 T: 907 275 5174

### **Other References include:**

- City of King Cove See reference in Attachments
- North Slope Borough Reference in Attachments

# 7. Price Proposal

### Summary of Costs

Description		Amount
Equipment		\$612,280.12
ICE ICT Professional Services		\$345,415.00
Travel Expenses		\$34,864.48
Subcontractor Services		\$715,602.00
	Total:	\$1,708,161.60

### Monthly Recurring Cost Summary

Description	Amount
Recurring Price April-October	\$27,382.56
Recurring Price October - April	\$5,859.36

### **Detailed Cost Breakdown**

### Equipment

Description		Price	Qty	Ext. Price
	Network Equipment			
E2EServer	Server to Host Cambium Software for E2E functionality	\$16,200.00	2	\$32,400.00
"C600500A004B"	"CAM cnWave 60GHz V5000 Distrib Node"	\$1,302.84	47	\$61,233.48
"C600500C020A"	"CAM 60G V2000 Client,Node 30W,US Cord"	\$626.22	87	\$54,481.14
"XE3-4TN0A00- US"	"CAM OD Triband WiFi6e AP SDR 4x4 6G US"	\$969.30	127	\$123,101.10
Cambium Accesories	Power Supplies, grounding and bonding equipment, mounts, etc	\$110,965.82	1	\$110,965.82
JL658A	HPE Aruba Networking CX 6300M 24-port SFP+ and 4-port SFP56 Switch	\$9,997.20	4	\$39,988.80
JL085A	HPE Aruba Networking X371 12VDC 250W 100-240VAC Power Supply	\$330.72	4	\$1,322.88
Q9Y80AAE	HPE Aruba Networking Central Switch Class-3 Foundation 5-year Subscription E-STU	\$1,123.20	4	\$4,492.80
02-SSC-4328	SONICWALL NSA 4700	\$4,845.00	4	\$19,380.00
02-SSC-8986	SONICWALL NSA 4700 HIGH AVAILABILITY	\$3,390.00	4	\$13,560.00
02-SSC-9227	ADVANCED PROTECTION SERVICE SUITE FOR NSA 4700 3YR	\$10,646.90	4	\$42,587.60
01-SSC-001	SONICWALL HIGH-END NSA NSSP SERIES FRU POWER SUPPLY	\$543.00	4	\$2,172.00
HPFLAT	STARLINK HP FLAT KIT	\$3,000.00	2	\$6,000.00
J9151E-ENC	HP Compatible J9151E - Functionally Identical 10GB HP Compatible J9151E - Functionally Identical 10GBASE-LR SFP+ 1310nm 10km DOM MMF/SMF Duplex LC - Programmed, Tested, and Supported in the USA, Lifetime Warranty	\$78.00	20	\$1,560.00
Incidentals	Pole strapping, structured cabling materials, additional bonding equipment, manlift rentals, etc	\$78,000.00	1	\$78,000.00
	Incidentals - J-hooks, Fireplugs, Fasteners			
	Section Subtotal			\$591,245.62
	Digital Signage			
Digital Signage	QTY(5) MP10-13-SMD Premier Full Color LED Display 10mm 1' 4-1/8" x 3' 5-1/4" Pixel Matrix 32x96	\$21,034.50	1	\$21,034.50
	Section Subtotal			\$21,034.50
			ubtotal:	\$612,280.12

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149

Prepared by



#### ICE ICT Professional Services

Description		Price	Qty	Ext. Price
Project Manager	ICT Project Management, Communications and Project Controls	\$165.00	340	\$56,100.00
Solution Architect	Solution Design and Validation Pre-configuration	\$175.00	40	\$7,000.00
Network Engineer	Labor Rate for Nework Engineer	\$165.00	591	\$97,515.00
Communications Technician	Hourly Rate for Communications Technician	\$165.00	588	\$97,020.00
Communications Engineer	Hourly Rate for Project and RF Engineer	\$165.00	532	\$87,780.00
			ubtotal:	\$345.415.00

#### Travel Expenses

Description		Price	Qty	Ext. Price
Airfare	Round trip flight to Juneau	\$800.00	12	\$9,600.00
Per Diem	Lodging, Meals and Incidentals	\$462.56	33	\$15,264.48
Vehicle Rental	Truck Rental Daily. Needs cost	\$150.00	25	\$3,750.00
Shipping and Logistics	Freight and Logistics	\$6,250.00	1	\$6,250.00
		s	ubtotal:	\$34,864.48

#### Subcontractor Services

Description		Price	Qty	Ext. Price
Subcontractor- Services	Chatham Electric & Valley Electric - Electrical Pole Upfit and Power Distribution	\$389,172.00	1	\$389,172.00
Subcontractor Services	Pacific Alternatives- Electrical Engineering and Permitting	\$132,750.00	1	\$132,750.00
Subcontractor Services	Northern Dame- Traffic Control	\$193,680.00	1	\$193,680.00

Subtotal: \$715,602.00

Pre

150

prepared by ICE Services, Inc.

# 8. Project Variables

### **Electrical Power Distribution**

This proposal includes time estimates to distribute unswitched power from the nearest load center to each pole mounted wireless equipment location. It is anticipated that in most instances, new power conductors will be installed to provide a dedicated circuit. This cost is challenging to estimate without detailed as-builts and site studies to determine the existing power infrastructure at each pole. As such, ice has presented a not-to-exceed number for this scope and plans to bill time and materials for all work related to bringing unswitched power to each pole required for project success.

151

prepared by ICE Services, Inc.

### Permitting

There is a large amount of state infrastructure that will be required to be used along Egan Drive, Marine Way, and Franklin St. It is possible that obtaining appropriate permits for using this infrastructure could take longer than the expected project duration. In the event that this occurs, Ice Services has contingency plans in place to support service in the downtown area, as well as the majority of the waterfront area utilizing primarily CBJ infrastructure

### **Traffic Management**

The proposed traffic control plan will be provided to address the specific needs of the various project locations. It is estimated that the project will require (10) Traffic Control Plans, flaggers for work that occurs in DOT ROW along the Eagan Drive, Franklin Street and Marine Way corridors and unmanned work zone protection barriers for all other project locations. If a deviation to these assumptions arise during project implementation, a Project Deviation Notice will be issues and additional work will be conducted as Time & Materials.

### Winter Working Conditions

This project is scheduled to occur during winter months in Juneau, AK which adds a number of challenges. It is anticipated that CBJ will provide adequate snow removal for all project locations utilizing their fleet of snow removal equipment. Additionally, during the unswitched power distribution phase, our electrical team will need to pull electrical conductors through existing underground duct banks. If these conduits are frozen, a Project Deviation Notice will be issued and thawing or other remediation will be conducted as Time & Materials.

### **Digital Signage**

ICE ICT is committed to enhancing the experience of cruise ship passengers visiting Juneau by providing seamless access to public Wi-Fi and deploying these rugged informational displays. As part of this initiative, we will install five MP10-13-SMD Premier Full Color LED Displays strategically located on Borough properties across Juneau Maritime Zones A and B. These displays are IP65-rated for front and back waterproofing, feature a 160° viewing angle, can operate in a temperature range of -22°F to 140°F, and are UL Rated. Displays will provide critical information and directions to cruise passengers, enhancing their navigation and access to services. Seamless integration with the Wi-Fi network for enhanced connectivity and user engagement.

# 9. Acknowledgments

An Attached acknowledgment letter for all terms, conditions, insurance requirements has been added to the attachments to this submittal.





Finance Department, Purchasing Division 155 Heritage Way, Juneau, AK 99801 Email: <u>Purchasing@juneau.gov</u> Phone: 907-586-5215 Opt. 4, Fax: 907-586-4561

11/18/2024

# RFP No. 25-190 Addendum No. 1

### Provision of Internet Services in the Juneau Maritime Industry Zone for the City & Borough of Juneau

The following items of the subject RFP are modified as herein indicated. All other items remain unchanged.

### **REFER TO: Service Obligations & Equipment:**

### ADD THE FOLLOWING BULLETT TO THIS SECTION:

• The Contractors plan for services must include the capability for standardized hotspot technology (e.g. ATT Passpoint) to automate secure roaming.

**REFER TO:** Installation Locations & Contractor Access: (first bullet) •Contractor may utilize power and space within city facilities but will not be responsible for costs associated with delivering power to the equipment's location and for modifications to spaces where the equipment will be located.

### ADD THE FOLLOWING:

For Example: On a city owned light pole, the Contractor will have to pay for the work (equipment, installation, wiring, labor, etc.) to get power to the equipment but the CBJ would pay for the power costs itself. if the Contractor uses an AELP pole, it would be part of the charge AELP would bill CBJ to actually use the pole in the first place. CBJ does not anticipate any mounting on privately owned buildings; however, if needed, the process would be the same as listed above; e.g. Installation costs would be paid by the contractor, and any easement cost would be paid by the CBJ.

# ACKNOWLEDGE THIS ADDENDUM IF YOU PLAN TO SUBMIT A PROPOSAL

**This addendum must be acknowledged** or your submitted response may be considered non-responsive. Acknowledgment can be made online at <u>PublicPurchase.com</u> or by signing and returning this form prior to deadline via email to Email: <u>Purchasing@juneau.gov</u> or provide written acknowledgement with your response proposal.

ICE Services, Inc

Bradley Bourdon

12/19/2024

Company

Signature?Pitrited Name

Date

**Issued by:** Mary Johns, Buyer,City and Borough of Juneau (907) 586-5215 X 4



Finance Department, Purchasing Division 155 Heritage Way, Juneau, AK 99801 Email: <u>Purchasing@juneau.gov</u> Phone: 907-586-5215 Opt. 4, Fax: 907-586-4561

### 11/25/2024

# RFP No. 25-190 Addendum No. 2

# Provision of Internet Services in the Juneau Maritime Industry Zone for the City & Borough of Juneau

The following items of the subject RFP are modified as herein indicated. All other items remain unchanged.

# REFER TO: SCOPE OF WORK & DELIVERABLES ADD THE FOLLOWING SECTION:

**Performance & Reliability:** Any implemented network should maintain a minimum of 95% uptime of any managed device and connectivity. The proposed coverage area should have less than 10% geographic gap coverage of little to no signal strength, while maintaining average latency levels to not exceed 50-70ms. The system must have some "self-healing" capabilities in the event of device failure, "hangs," or connectivity problems. Contact and support numbers and information will be provided to report and escalate outages and/or other unanticipated network issues.

The following questions of the subject RFP are answered or clarified herein indicated. All other items remain unchanged.

1. Question: The RFP provides for a one-year initial term with five one-year renewals. Will the CBJ also entertain proposals for different initial terms, or allow for flexibility in negotiation contract duration and terms?

**Answer:** As a governmental agency, CBJ has rules for procurement and contracting. Typically, CBJ contracts are not approved for a longer than five-year term. Proposers may choose to provide a reason why potentially longer term may be beneficial for these proposed services and CBJ may take the request into consideration. Changes to the length of contract term may or may not be approved. Proposers should thoroughly review **Attachment C, the CBJ Sample Contract**. If there are terms or conditions that they do not agree to, they must note those exceptions with their submitted proposals. Exceptions must be reviewed by the CBJ Law and Risk Management Departments and may not be approved for award.

- **2. Question:** The RFP notes on page 3 that "The initial deployment of equipment and operational services are expected to happen in time for the 2025 cruise ship season."
  - Can/will the CBJ support a staged deployment of equipment that provides broad coverage of Wi-Fi
    in the port area while allowing the Contractor more time to install for higher density and wider area
    coverage throughout the summer season?

**Answer:** While not ideal, that can be possible. Note that the center of Zone A is our highest visitor density area.

- **3.** Question: Per RFP requirements on page 4, "The management capabilities of the Wi-Fi network must include software utilities to administer and manage user sessions, as well as the ability to create and manage a portal page."
  - Will the CBJ please clarify if this requirement is intended to include a customer-facing captive portal/splash page for the end user to access or pass through before getting internet access? **Answer:** While a captive portal for customers is not part of our initial deployment plan, the system must be capable of providing that service.
- 4. Question: Can the CBJ clarify or expand on its requirements for a management portal page? Answer: The management portal should allow administrative access to manage network access with

features such as authentication and user access control, captive portal functional, , monitoring, analytics, security settings, bandwidth management, etc.

- **5. Question:** Per RFP requirements on page 4, "All equipment determined necessary to provide the services as described shall be provided by, repaired, and maintained for operational status by the Contractor."
  - Will the CBJ please clarify if it seeks a managed Internet Wi-Fi service where the Contractor maintains ownership of all equipment) or if it seeks to own the equipment itself while having it maintained/supported by the Contractor?
     Answer: CBJ is open to proposals for either option.
- 6. Question: The RFP states on page 4 that the "Contractor's network should have filtering capabilities."
  Will the CBJ provide any additional details regarding this expectation? For example, does the CBJ expect specific applications and/or services to be blocked, or to only permit family-friendly web browsing services?

**Answer:** Initial deployment should limit filtering to security risks, malicious domains, and known vulnerabilities. Functionality should exist for more broad filtering categories to manage bandwidth and fit CBJ needs.

- Question: Does the CBJ expect the Contractor to carry any liability if end users bypass filtering with VPN or other methods?
   Answer: Barring negligence, liability for the misuse of the public Wi-Fi resides with the end user. They will be notified of this via splash page, or some other method of communication.
- 8. Question: Regarding end user support, can a Contractor meet the support need by providing a QR Code on signage that redirects the end user to a basic support FAQ/information page, or does the CBJ expect the Contractor to provide access to a support phone number or chat bot to assist while users are in the service area?

**Answer:** - See Scope of Work Addition; **<u>Performance & Reliability</u>**: first paragraph of Addendum No. 2 for information.

- Question: Is there A/C power available 24/7 on all light poles along the streets and boardwalk, or are lights controlled by photocells that manage the on/off power to the light poles?
   Answer: There is a mix of both.
- **10. Question:** Can the contractor mount Wi-Fi Access Points (APs) to all light poles, are there are any pole styles/types where this would be prohibited? Are there any esthetic restrictions or guidelines applicable to the installation of equipment on light poles?

**Answer:** It is understood that equipment can't be hidden, all equipment (access points, antennas, customer-premises equipment (CPEs), power supplies, etc.) should not overly negatively impact the appearance of publicly visible areas, and CBJ-owned property.

# ACKNOWLEDGE THIS ADDENDUM IF YOU PLAN TO SUBMIT A PROPOSAL

**This addendum must be acknowledged** or your submitted response may be considered non-responsive. Acknowledgment can be made online at <u>PublicPurchase.com</u> or by signing and returning this form prior to deadline via email to Email: <u>Purchasing@juneau.gov</u> or provide written acknowledgement with your response proposal.

ICE Services, Inc

DocuSigned by: Bradley Bourdon

12/19/2024

Company

Signature/Printed Name

Date

Issued by: Shelly Klawonn on behalf of: Mary Johns, Buyer, City and Borough of Juneau



Finance Department, Purchasing Division 155 Heritage Way, Juneau, AK 99801 Email: <u>Purchasing@juneau.gov</u> Phone: 907-586-5215 Opt. 4, Fax: 907-586-4561

### 11/26/2024

# RFP No. 25-190 Addendum No. 3

# Provision of Internet Services in the Juneau Maritime Industry Zone for the City & Borough of Juneau

The following items of the subject RFP are modified as herein indicated. All other items remain unchanged.

# REFER TO: Deadline: 12/12/2024 prior to 2:00 p.m., AK Time CHANGE TO: Deadline: 12/19/2024 prior to 2:00 p.m., AK Time

**ADDITIONAL REQUIREMENTS:** <u>TITLE 36 (Little Davis-Bacon) REQUIREMENTS</u>: If your response exceeds \$25,000.00 and you subcontract or employ anyone to perform any of the Work, the following will apply:

State of Alaska, Department of Labor, Laborers' and Mechanics' Minimum Rates of Pay, AS 36.05.010 and AS 36.05.050, Wage and Hour Administration Pamphlet No. 600, the latest edition published by the State of Alaska, Department of Labor inclusive, are made a part of this contract by reference. The Contractor is responsible for contacting the Alaska Department of Labor to determine compliance with current regulations.

Correspondence regarding Title 36 requirements may be submitted electronically, or paper copies can be submitted by mail. To submit Title 36 documents electronically, go to <u>https://certpay.dol.alaska.gov/portal.aspx</u>. If filing electronically, submit certified payrolls to ADOL at the website above and email a copy of all certified payrolls to the Contract administrator at the email address listed. If Contractor elects to submit paper copies, they should be submitted to the State of Alaska address listed below, with copies mailed to the City, 155 Heritage Way, Juneau, AK 99801, Attn: Contract Administrator Chris Murray, IT Director, email: Chris.Murray@juneau.gov.

Within 10 Days of "Notice of Award/Notice to Proceed" make a list of all Subcontractors. Include their name, address, phone, estimated subcontract amount, and estimated start and finish dates. Send this list to the Wage and Hour Section (contact information below).

Certified Payrolls must be submitted every two weeks. Before the second Friday, each CONTRACTOR and Subcontractor must file Certified Payrolls with Statements of Compliance for the previous two weeks. Indicate "Start" on your first payroll, and "Final" on your last payroll for this Project.

As part of the final payment request package, CONTRACTOR must submit a "NOTICE OF COMPLETION OF PUBLIC WORKS" form signed by ADOL personnel. Contact Information: State of Alaska, Department of Labor and Workforce Development; Labor Standards and Safety Division and Wage and Hour Administration, P.O. Box 11149, Juneau, AK 99811-1149, Phone: 907-465-4842, Web site: <u>https://labor.alaska.gov/lss/whhome.htm</u> If you need additional information, contact the State of Alaska, Department of Labor at 465-4842, and Purchasing at <u>Purchasing@juneau.gov</u>

The following questions of the subject RFP are answered or clarified as herein indicated. All other items remain unchanged.

- 1. QUESTION: Could the CBJ consider extending the proposal submission deadline by two week creates resource constraints that may impact the thoroughness of proposal responses. ANSWER: Deadline has been extended for one week.
- **2. QUESTION:** Does this project require the use of certified payroll? **ANSWER:** Yes. See additional Davis-Bacon requirements issued with this Addendum.
- QUESTION: The RFP states that the network should support casual usage, such as sending emails, browsing, and basic internet activities. Could you clarify the required circuit size for the service period from mid-April to October?
   ANSWER: Specific throughput numbers were not listed in the RFP by intent. Please use your best

**ANSWER:** Specific throughput numbers were not listed in the RFP by intent. Please use your best judgement.

- 4. QUESTION: What are the specific upload and download Mbps requirements for end users? ANSWER: Throughput requirements are listed in the RFP as "casual usage, such as sending emails, browsing, and basic internet activities". Users should have a good experience while using the Wi-Fi.
- 5. QUESTION: The system is required to operate effectively in high-density, high-traffic areas. Could you provide more detailed specifications or performance expectations to ensure compliance with this requirement?

**ANSWER:** Please see the RF study associated with this RFP.

- QUESTION: Can you provide a list of City or other Facilities that are available for access to mount equipment on in the areas zoned for Wi-Fi?
   ANSWER: A list of city facilities is available in our public GIS interface, the CBJ parcel viewer at: http://epv.juneau.org/
- 7. QUESTION: Is it possible to mount AP's under the awnings of Downtown that were recently retrofitted with LED Lighting? If so, since the city put this infrastructure in, can we utilize the same power meant for the lights to power access points and other network gear above the sidewalks? ANSWER: CBJ prefers contractors to run and use circuits specific to the project, as some lighting circuits are switched at the source and others at the light itself. The awarded contractor may research and recommend usage of light circuits already in place, which could be approved.
- QUESTION: Also, is there anything that would prevent us from mounting to the underside of the awnings above the sidewalks?
   ANSWER: This is possible for CBJ owned facilities.
- 9. QUESTION: Is there any other city-owned infrastructure within the coverage scope, besides the light poles, that can be utilized for mounting Wi-Fi or backhaul equipment? ANSWER: A map of city owned facilities is available at the CBJ Parcel Viewer: <u>http://epv.juneau.org</u>
- **10. QUESTION:** Are there any channel restrictions on the 802n/ac/ax/be? **ANSWER:** No.
- **11. QUESTION:** Do any of the light poles have fiber available (how many strands), or are there any existing pathways for fiber between light poles or other city infrastructure? **ANSWER:** No and no.
- 12. QUESTION: Are there any height or weight restrictions for mounting Wi-Fi or backhaul equipment on the light poles? Can the shorter decorative light poles on Franklin St. also be used?
   ANSWER: Commercial equipment should be well under the weight limits of the poles themselves. The shorter poles could be used if mounted high enough.

- **13. QUESTION:** Can Free Space Optics be used in this area?
  - **ANSWER:** It is up to the proposer to choose the technology they want to propose. Juneau does receive heavy snow in the winter and rain in the summer.

### ACKNOWLEDGE THIS ADDENDUM IF YOU PLAN TO SUBMIT A PROPOSAL

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ICE Services, Inc

DocuSigned by: Bradley Bourdon

12/19/2024

Company

Signature

Date

Issued by: Shelly Klawonn on behalf of: Mary Johns, Buyer, City and Borough of Juneau



Finance Department, Purchasing Division 155 Heritage Way, Juneau, AK 99801 Email: <u>Purchasing@juneau.gov</u> Phone: 907-586-5215 Opt. 4, Fax: 907-586-4561

12/6/2024

# RFP No. 25-190 Addendum No. 4

### Provision of Internet Services in the Juneau Maritime Industry Zone for the City & Borough of Juneau

The following items of the subject RFP are modified as herein indicated. All other items remain unchanged.

### REFER TO: Purpose & Intent:

**ADD THIS SENTENCE:** This is a solution seeking RFP. CBJ has provided as much information as is available to be focused, but inclusive and not overly limiting on what solutions may be reviewed or accepted. Contractors are encouraged to provide their best-case, cost-effective solutions in their responses based on the information provided by the solicitation process for this RFP. CBJ realizes that there may be different scenarios, related concerns, or variant solutions proposed, that may require revision to the City's expectations. If necessary, these areas would be addressed as negotiated items with the apparent best proposer.

### REFER TO: Service Obligations & Equipment: - the follow bullet -

• The Contractor's network will have to contended with and formulate a plan to manage the required services within a congested radio signal environment, with cruise ships, residences, government offices, and businesses across approximately three (3) square miles.

### DELETE BULLET & REPLACE WITH:

• The Contractor's network will have to contended with and formulate a plan to manage the required services within a congested radio signal environment, with cruise ships, residences, government offices, and businesses across **the identified area**.

The following questions of the subject RFP are answered or clarified as herein indicated. All other items remain unchanged.

1. QUESTION: Under minimum qualifications there is a line that says: Is able to offer reliable 24-hour assistance for troubleshoot outages, and other network service issues. Does the city expect there to be 24X7 support for end users? Can the city elaborate on the expectations of 24-hour assistance with specific issues and expectations of "assistance for troubleshoot outages"

**ANSWER:** There is no expectation of end user support 24/7. However, we should be able to contact the vendor or contractor off hours if technical support is needed. Details will be determined during contract negotiations.

**2. QUESTION:** Is the City willing to use Contractor's standard form of Wi-Fi agreement which is specifically tailored for this type of installation?

**ANSWER:** The CBJ Law Department typically requires the use of the CBJ Contract and the Purchasing Divisions General Terms and Conditions. On occasion the Contractor's agreement may be allowed for use and/or the GT&C's may be modified.

All Contractor agreements or request for changes/edits/deletions, to any of the standard contracting documents must be reviewed by CBJ Law Department. CBJ Law may or may not accept any requests for changes/edits/deletions and may require negotiations, to achieve any final agreement, to be able complete an award.

When responding, Contractor's may redline the areas of the CBJ contract or the GT&C's that areas meed modified with their proposal response, they may also accept, or accept the GT&Cs with exceptions, or not accept the GT&C's and they may propose to use their own user agreement and provide a copy of that with their response proposal.

Exceptions may not qualify for award. Any exceptions noted will be discussed during contract negotiations. If no agreement can be reached, CBJ will cancel negotiations and move to contract with the next highest scoring Contractor.

In Summary, as a governmental agency, the CBJ Law Dept. would like Contractors to use and accept CBJ documents, terms, and conditions as this presents the easiest path to award. Exceptions can be reviewed, and possibly negotiated but aren't guaranteed to be accepted or cleared for award.

3. QUESTION: In the pre-bid discussion, the subject of 24-hour support came up. It was mentioned by the MIS director that this network would potentially be used for public safety, after evaluation. However, the RFP states: Contractor's wireless network signal should be capable of scheduling, turning off during evenings, overnight and possibly, other identified dates or times of minimal to no usage. Internet access MUST NOT BE delivered through the City and Borough of Juneau's existing network. At no time shall the Public Wi-Fi network be routed through the city networks. Can CBJ Please offer up some clarity on this potential new requirement supporting public safety to include capacities and network segregation requirements?

**ANSWER:** There are no added requirements at this time. As noted in the preproposal teleconference the current RFP is for public Wi-Fi services as stated. It was discussed that there may or may not be added requirements depending on how well this service works. Any changes or additions to the current specifications are unknown at this time. If changes were to be made in the future they would be addressed through negotiations with the awarded Contractor and documented through a written contract amendment.

### 4. **QUESTION:** Does CBJ expect a bid for "Proposed Zone B Addition?" – See Exhibit A.

**ANSWER:** This is unknown at this point. If services were to be added it would be the CBJ's discretion to determine the best method or process to provide additional services. Those choices could include negotiations with the awarded Contractor to make the changes or additions. Any changes to the contract would be documented through a written contract amendment. Another choice would be for the CBJ to issue another solicitation for the services. There are no current plans to make any changes to any of the work specified.

- QUESTION: Can CBJ provide information to bidders as to when and where the public bid opening will be? ANSWER: This is a Request for Proposals (RFP). There are no public opening for RFPs, only Bids have public openings.
- 6. QUESTION: Will CBJ require either a Bid bond or performance bond for this project? Will they need to be present at submittal or would they be negotiated during the award process? They aren't explicitly mentioned in the RFP but are referenced in the general terms document.
  ANSWER: There is no is bid bond or performance bond for this project as it is not explicitly mentioned. In the CBJ GT&C's it states Bid Bond/Security: (When requested,) It is not requested in the solicitation so there is no requirement.
- 7. QUESTION: Does a finalized work plan need to be provided at submittal or after award and negotiation? ANSWER: Unclear on what the question is. All Proposals submitted needs to all inclusive of your firms plan to solve the problem as identified in the RFP. Any required or necessary changes to Contractor's submitted proposals would be done through negotiations with the selected Contractor.
- 8. QUESTION: Who owns Scope to bring AC power to the Light poles including Permitting? ANSWER: CBJ is seeking all-inclusive solution from Contractors for the Provision of Internet Services in the Juneau Maritime Industry Zone. Contractors are expected to complete all work associated to complete the project and should provide this in their submitted proposals.

- QUESTION: Can you confirm that CBJ owns Scope for Pole Structural studies for our gear attached and CBJ owns scope for Pole Augmentation?
   ANSWER: For the purpose, of this RFP any structural studies or augmentation scopes are the responsibility of the proposer.
- QUESTION: What is a typical timing for Permitting turn around where the proposer needs Permits to build and what is the Cost for Permitting to build where needed?
   ANSWER: Depending on the plan proposed there are varying scenarios for this. Contractors are encouraged to contact the City and Borough of Juneau Community Development Department to discuss what would be an expected timeline and anticipated costs to complete their proposed project plan. Timelines and all costs for the project deliverables should be identified in the Contractor's submitted proposals.
- 11. QUESTION: Bullet 6 of "Service Obligations & Equipment" says "The Contractor's network will have to contended with and formulate a plan to manage the required services within a congested radio signal environment, with cruise ships, residences, government offices, and businesses across approximately three (3) square miles." However, the MIZ Zones B and A are significantly smaller than 3 square miles, totaling between 5-10 million sq ft (less than a third of a square mile). Please confirm that the geographic scope is only Zones A and B as shown in the Maritime Industry Zones map included in the RFP? ANSWER: The RFP states clearly that this deployment is for the Maritime Industry Zone (MIZ) only. Approximately, 3 square miles may be a typo or mismeasurement and has been addressed and amended.
- 12. QUESTION: Is E911 Phase II Geolocation accuracy required for this Wi-Fi system or not at this time in this proposal?
   ANSWER: No, E911 Phase II Geolocation accuracy is not required, this RFP is specific for Wi-Fi data

services.

- 13. QUESTION: Who is the current Wi-fi provider in the Senate buildings as mentioned on the call? Do they have Cisco switches now? ANSWER: This is unknown to the City. Contractors that want this information may want to check with internet service providers or building occupants to make this determination.
- 14. QUESTION: Is there a specific expected MDF specific location or location options where the Head End? ANSWER: No, proposer can propose or negotiate use of a city owned MDF if they wish to propose that as part of their solution.
- 15. QUESTION: Gear is to be located, where Wireless is turned back into Fiber to the Core? ANSWER: This question is unclear but no technical specifications for equipment locations has been identified as required. This is a solutions RFP that allows for Contractors to propose their best plan to solve the project requirements.
- **16. QUESTION:** On average, the cited 1.7 million visitors over 6 months would come to nearly 10k visitors per day. **However, what is the peak number of Cruise Ship visitors debarked at the same time who might use the system?**

**ANSWER:** This can vary from year to year and day to day. Contractors are encouraged to review previous years Cruise Ship Calendars. Refer to this link: <u>https://juneau.org/newsroom-item/2024-juneau-cruise-ship-calendar</u> to make educated decisions on what day are typically high usage days, knowing that this is only an estimate and that during a new Cruise Ship Year daily totals could vary.

**17. QUESTION:** Does the city have a list of preferred contractors? Can we please get a copy of that list? **ANSWER:** No, there is no preferred contractors list.

Section F, Item 2.

**18. QUESTION:** Please elaborate on the mounting of Contractors equipment with regards to available poles?

**ANSWER**: If mounting equipment on existing poles is part of your proposal it would need to be determined by the Contractor and would be on a case-by-case basis depending on the pole and the size of the equipment. The poles are owned by both the City and the local power company, Alaska Electrical Light & Power (AELP), depending on the pole. AELP has a program for third party equipment being mounted on the poles.

### ACKNOWLEDGE THIS ADDENDUM IF YOU PLAN TO SUBMIT A PROPOSAL

**This addendum must be acknowledged,** or your submitted response may be considered non-responsive. Acknowledgment can be made online at <u>PublicPurchase.com</u> or by signing and returning this form prior to deadline via email to Email: <u>Purchasing@juneau.gov</u> or provide written acknowledgement with your response proposal.

ICE Services, Inc

DocuSigned by: Bradley Bourdon

12/19/2024

Date

Company

Signature/Printed Name

**Issued by:** Mary Johns, Buyer, City and Borough of Juneau



December 19, 2024

Mary Johns, City & Borough of Juneau Finance Department 155 Heritage Way, Juneau, Juneau, AK 99801

Dear Ms. Johns,

Subject: Acknowledgment and Acceptance of Terms, Conditions, and Insurance Requirements

On behalf of ICE Services Inc., I am writing to formally acknowledge and accept the Terms and Conditions, Insurance Requirements, and the Standard Contract included as attachments in RFP No. 25-190 for the Provision of Internet Services in the Juneau Maritime Industry Zone.

We confirm that ICE Services Inc. ] has reviewed these documents in detail and agrees to meet all stipulated requirements as outlined:

We will maintain the required insurance coverage, including Commercial General Liability, Workers Compensation, Comprehensive Automobile Liability, Professional Liability, and Cyber Liability, as detailed in Attachment B.

We will comply with the General Terms and Conditions and any specific project terms included in Attachment A.

We will comply with Title 36 Labor Rules and Regulations.

We are prepared to execute the Standard Contract provided in Attachment C and deliver all services in accordance with the stated scope of work.

Furthermore, we affirm that our company has the technical and operational capacity to meet the project's demands and deliver reliable, high-quality services that align with the City and Borough of Juneau's expectations.

If you have any questions or require additional documentation to complete the contracting process, please feel free to contact me directly.

Sincerely,

Brad Bourdon Vice President

2606 C Street. Anchorage, AK 99503 907-644-0385 | www.iceservices.net

Section F, Item 2.

Alaska Business License # 1022215

Alaska Department of Commerce, Community, and Economic Development

Division of Corporations, Business, and Professional Licensing PO Box 110806, Juneau, AK 99811-0806

This is to certify that

# ICE SERVICES INC.

2606 C STREET, ANCHORAGE, AK 99503

owned by

I. C. E. SERVICES, INC.

is licensed by the department to conduct business for the period

December 6, 2022 to December 31, 2024 for the following line(s) of business:

54 - Professional, Scientific and Technical Services



This license shall not be taken as permission to do business in the state without having complied with the other requirements of the laws of the State or of the United States.

This license must be posted in a conspicuous place at the business location. It is not transferable or assignable.

Julie Sande Commissioner

Section F, Item 2.

ICE SERVICES INC. 2606 C STREET ANCHORAGE, AK 99503

# State of Alaska

Section F, Item 2.

Department of Commerce, Community, and Economic Development Division of Corporations, Business, and Professional Licensing

### **Regulation of Construction Contractors and Home Inspectors**

Licensee: ICE Services, Inc.

License Type: General Contractor Without Residential Contractor Endorsement

Status: Active

1 42

. .

Doing Business As: ICE Services, Inc.

Commissioner: Julie Sande

Relationships					Designations
Relation Type	License #	License Type	<b>Owners/Entities</b>	Name/DBA	No designations formed
Electrical Administrator Assignee	212677	Electrical Administrator	Tyson Bundy		No designations found.
Electrical Administrator Assignee	EADE1643	Electrical Administrator	DANIEL OVERHOLSER		

Division of Corpor	State of Alaska nerce, Community, and rations, Business, and P struction Contractors	Economic Developmen rofessional Licensing
	ICE Services, Inc.	E
(~	DBA: ICE Services, Inc	17415
	As	Sector I
General Contracto	or Without Residential Co	ntractor Endorsement
Ceneral Contracte		
General Contract	CSAL A	15

ICE Services, Inc. 2606 C ST ANCHORAGE, AK 99503-2640

# State of Alaska

Section F, Item 2.

Department of Commerce, Community, and Economic Development Division of Corporations, Business, and Professional Licensing

### **Regulation of Construction Contractors and Home Inspectors**

Licensee: ICE SERVICES INC

License Type: General Contractor Without Residential Contractor Endorsement

Status: Active

Doing Business As: ICE SERVICES INC

Commissioner: Julie Sande

Relationships					Designations
Relation Type	License #	License Type	<b>Owners/Entities</b>	Name/DBA	No designations formal
Electrical Administrator Assignee	EADE1997	Electrical Administrator	JAROD BLANKENSHIP		No designations found.

Division of Corpor	ations, Business, and P	Economic Development				
	ICE SERVICES INC					
	DBA: ICE SERVICES INC					
	As	Same I				
General Contracto	or Without Residential Co	ntractor Endorsement				
1000						
License	Effective 12/6/2022	Expires 12/31/2024				

ICE SERVICES INC 2606 C St Anchorage, AK 99503-2640



**HSE Program** 

### **STATE AND FEDERAL**

### HSE

### **REGULATIONS AND GUIDELINES**

### **COMPLIANCE STATEMENT**

### **Regulatory Compliance**

ICE Services places particular importance upon the safety of its employees and others and the protection of the environment. ICE Services is committed to the continuous improvement of workplace health and safety. ICE Services will not sacrifice the safety of our employees to achieve business goals. Our goal is to provide a safe workplace while producing a product that meets the needs of our customers.

All ICE Services employees are required to obey all applicable national, local or other health, safety and environmental laws and regulations and must observe the proper safety rules and environmental practices in work situations. ICE Services is committed to compliance with these standards and monitors its workplaces to determine if equipment, machinery and facilities meet specified safety standards and that safety and health hazards are adequately addressed through appropriate work practices, training and procedures. ICE Services does not expect or permit the taking of unnecessary or unreasonable risks in the performance of duties by an employee.

ICE Services is committed to full compliance with both the spirit and the letter of all national, state and local environmental statutes and regulations applicable to our business. Each of our facilities is primarily responsible for occupational and environmental safety at that location. Many of our facilities have internal personnel dedicated to occupational and/or environmental issues.

### **Regulatory Permits**

ICE Services shall secure required regulatory permits for all projects, either through direct application or by requesting copies, as a subcontractor, from client's issued permits for the project. The ICE Services facility Manager or Supervisor will maintain these permits.

### **Regulatory Postings**

Under provisions established by state and federal regulations, specified informational postings are required to be displayed in prominent locations throughout the workplace. The following ICE Services guidelines will outline the procedures for compliance with all applicable posting regulations, to ensure that the information is made available to all ICE Services employees.

### **Responsibility for Regulatory Postings**

The HSE Site Representative is responsible for ensuring that posting requirements are met and maintained in the assigned location and for the appropriate duration.

		HSE Program	Section F, It	tem 2.
ICE SERVICES	POL Subject: Revision: Issue Date: Revision Date:	001 State and Federal HSE Compl Statement 3 : 11/01/2015 ate: 01/01/2024	iance	

### **Types of Required Regulatory Postings**

OSHA 300 A summary, State or Federal citations for non-compliance, Safety and Health in the Workplace (OSHA 3165); Fair Labor Standards Act (FLSA), Family and Medical Leave Act (FMLA), Equal Employment Opportunity (EEO), Employee Polygraph Protection Act (EPPA), Uniform Services Employment and Re-employment Rights Act (USERRA), and the Alaska Labor Law Posting.

### Locations of Regulatory Postings

It is the responsibility of the HSE Department to verify that all regulatory postings are placed in the appropriate locations accessible to all ICE Services employees. Postings will be located in the following locations: ICE Services Anchorage office, facilities operated by ICE Services and any ICE Services Human Resource bulletin board.

### **Duration of Postings**

The OSHA 300A Summary will be posted from February 1<sup>st</sup> thru April 30<sup>th</sup> of each year. All regulatory citations for non-compliance will be posted at the site of the citation or a prominent location until the violation has been abated and/or a minimum of 5 working days. All required regulatory postings will remain posted until revisions or changes have been made by the issuing regulatory agency.

TJ Bourdon, President

### **REVISION HISTORY**

Date:	Revision	Description of revision:	Document
	level:		Owner:
11/01/2015	0	Initial release	K. Holzschuh
10/01/2018	1	Biennial Review – No change	A. Archuleta
01/01/2022	2	Biennial Review complete. Delay due to COVID	A.Archuleta
01/01/2024	3	Biennial Review complete. No change	A.Archuleta



POL002Subject:Mission Statement and GoalsRevision:3Issue Date:11/01/2015Revision Date:01/01/2024

### **ICE SERVICES**

### **HSE MISSION STATEMENT**

ICE Services' commitment to safety is based on our vision to create a working environment that places the highest value on the health, safety and security of the individual, to instill a sense of ownership and to embrace all aspects of performance.

Our goal is to create added value for our customers through best in class performance in health and safety. We place the safety and well-being of our employees, clients and subcontractors first and use honesty and integrity in pursuit of our vision.

We use work planning, risk analysis and risk control to achieve these goals. We will encourage and respect the participation of our employees, subcontractors and clients in helping us reach our goals.

We hold ourselves responsible and accountable for HSE performance within the organization and will install management and feedback systems to measure our progress and performance.

We seek opportunities for continual improvement and will communicate effectively, consistently and competently.

### **HSE GOALS**

ICE Services is committed to actively promote the highest standards of health, safety and environmental excellence in the conduct of our business. We can achieve these goals by:

# Demonstrating through attitude and example, policy and procedure, culture and communication, ICE Services' commitment to a zero incident philosophy

- ICE Services managers will demonstrate commitment to leadership in health, safety and environmental performance by involving every level of the organization in promoting a zero incident culture.
- Include health, safety and environmental performance measures in personnel appraisals.
- Conduct our business in an environmentally and culturally sensitive manner.

### Providing high quality and consistent training programs

- Promote common application of programs and standards, which focus on employee participation in promoting a zero incident culture.
- Provide training to prepare for the safe and environmentally compliant execution of work activities.
- Promote daily risk assessment to enhance health and safety awareness and the development of safe work habits.



POL002Subject:Mission Statement and GoalsRevision:3Issue Date:11/01/2015Revision Date:01/01/2024

### Supporting open communication and continuous improvement

- Conduct meetings to discuss lessons learned from incidents or near miss incidents.
- Promote employee participation and commitment towards improvement and teamwork.
- Support HSE in addressing employee concerns and promoting ideas of improvement to the HSE process.

### **Accepting Responsibility**

- Maintain responsibility for HSE at all levels of the organization.
- Each ICE Services employee is responsible for their health and safety and those around them.
- Each employee is responsible to be aware of and to employ responsible actions associated with environmental and cultural issues.

### **Expecting Accountability**

- Senior management and all levels of employees throughout the organization will be held accountable for health, safety and environmental performance.
- HSE accountability measures will be established and progress will be monitored.

T) Bourdon, President

### **REVISION HISTORY**

Date:	Revision	Description of revision:	Document
	level:		Owner:
11/01/2015	0	Initial release	K. Holzschuh
10/01/2018	1	Biennial Review – No change	A. Archuleta
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01/01/2024	3	Biennial Review complete. No change	A.Archuleta



POL003Subject:Non-ReprisalRevision:3Issue Date:11/01/2015Revision Date:01/01/2024

### **ICE SERVICES**

### **NON-REPRISAL POLICY**

ICE Services maintains the utmost commitment to workers' safety and instilling a zero-incident culture. In doing so the reporting of unsafe working conditions and actions are paramount in achieving this goal. A key component for eliminating any hazard potential is maintaining a direct, open line of communication with employees working in the field and at all ICE Services' facilities. ICE Services Management will not tolerate any intimidation or retaliatory action against any employee openly reporting an unsafe condition or action and maintains a zero tolerance for this behavior. Any ICE Services employee that demonstrates reprisal or retaliation will be subject to immediate disciplinary action up to and including termination of employment.

The ICE Services President and Facility/Project Manager(s) maintain an open door policy for any employee that feels that intimidation or retaliatory action is or has been displayed due to the reporting of an unsafe condition or action. All ICE Services employees shall be informed of this policy along with any client reprisal policy and contact numbers during their initial indoctrination and orientation.

TJ Bourdon, President

### **REVISION HISTORY**

Date:	Revision	Description of revision:	Document
	level:		Owner:
11/01/2015	0	Initial release	K. Holzschuh
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01/01/2022	2	Biennial Review complete. Delay due to COVID	A.Archuleta
01/01/2024	3	Biennial Review complete. No change	A.Archuleta



POL004Subject:HSE Policy StatementRevision:3Issue Date:11/01/2015Revision Date:01/01/2024

# ICE SERVICES HEALTH, SAFETY AND ENVIRONMENTAL POLICY STATEMENT

The purpose of this policy is to emphasize ICE Services' commitment to health, safety and environment (HSE) and to ensure that all employees are aware of their responsibilities with regard to these issues in the workplace. No worker will be asked, expected or required to work in an unsafe manner, nor will they be authorized to do so.

ICE Services expects all personnel to demonstrate commitment to health, safety and environment in the workplace. Managers and supervision will provide leadership, set the example for HSE performance and provide the resources for success.

ICE Services is committed to providing a healthy, safe, secure and environmentally conscious workplace for its employees. It is ICE Services' intention to comply with all health, safety and environmental requirements.

ICE Services strives to develop the best possible operations, procedures and technologies to ensure a healthy, safe, secure and environmentally conscious work environment.

While the overall responsibility for ICE Services' HSE program rests with the company president or designee, the senior management team joins with the president in accepting responsibility and providing support for this policy. Management and all employees share the responsibility for creating and maintaining a healthy, safe, secure and environmentally conscious workplace. The senior management at each ICE Services location is responsible for monitoring and implementing ICE Services' HSE program.

Working safely is a condition of employment. Employees who disregard health, safety or environmental (HSE) rules and regulations or knowingly violate HSE rules are subject to disciplinary action, up to and including separation from employment, even for a first offense.

All incidents, including injuries, vehicle or equipment accidents, near miss situations, unsafe work conditions or practices are to be reported immediately to management. Management is responsible for addressing the situation and resolving the issue in accordance with reporting policies and procedures. ICE Services views non-reporting of any incident as an unsafe act and a violation of HSE rules.

ICE Services' clients may have additional HSE requirements. Employees are expected to be aware of, and abide by, these requirements.

Section F, Item 2.



POL004Subject:HSE Policy StatementRevision:3Issue Date:11/01/2015Revision Date:01/01/2024

By fulfilling our health, safety and environmental responsibilities, everyone who works for ICE Services will share the benefits of a healthy, safe, secure and environmentally conscious workplace.

T) Bourdon, President

### **REVISION HISTORY**

Date:	Revision	Description of revision:	Document
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11/01/2015	0	Initial release	K. Holzschuh
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01/01/2024	3	Biennial Review complete. No change	A.Archuleta



**HSE Program** 

### **ICE SERVICES**

### ENVIRONMENTAL AND CULTURAL AWARENESS

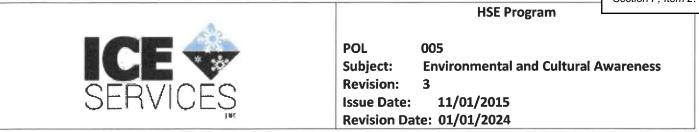
### **POLICY STATEMENT**

ICE Services is committed to the protection and preservation of the environment and the established cultural values and traditions of Alaska Native Groups that may be impacted as a result of any work that ICE Services assumes.

By the implementation of ICE Services' Environmental and Cultural Awareness Policy, everyone will:

- Show commitment and leadership by complying with the spirit and intent of applicable Environmental and Cultural Awareness (ECA) rules and requirements.
- Promote environmental and cultural awareness to all staff, contractors, visitors, neighbors and the public.
- Meet or exceed compliance obligations of Federal, State, local agency, industry standards, client and company requirements.
- > Participate in training as it applies to these regulations and awareness issues.
- Work with contractors, suppliers, visitors, clients and third parties to encourage a responsible and effective approach to environmental and cultural awareness issues.
- Implement a simple, common sense approach toward compliance. ICE Services understands that total compliance may be complex and at times difficult, but we will strive for excellence.
- Adhere to all reporting policies and procedures as mandated by ICE Services and our clients.
- Maintain a commitment to environmental and cultural awareness issues and encourage continuous improvement.

Section F, Item 2.



Management is committed to the application of the ICE Services Environmental and Cultural Awareness Policy and will endeavor to maintain a high level of excellence in meeting environmental and cultural awareness obligations. Management will openly listen, consult and respond to any concerns, comments and recommendations by its employees.

Anda

TJ Bourdon, President

### **REVISION HISTORY**

Date:	Revision	Description of revision:	Document
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11/01/2015	0	Initial release	K. Holzschuh
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01/01/2024	3	Biennial Review complete. No change	A.Archuleta



### ICE SERVICES OPEN WORK ENVIRONMENT POLICY

### What We Expect From All Employees

- Be responsible for treating others with respect, courtesy, and consideration.
- Be open and honest in all your communication.
- Never engage in or tolerate harassment, intimidation, retaliation or discrimination.
- Constantly evaluate your work process to identify better ways to do business in support of ICE Services' Continuous Performance Improvement program.
- Take ownership and accountability for your area of responsibility.
- Maintain a safe work environment.
- Take pride in your work. Produce a product in which all of us can be proud.
- If you have a concern, be it safety related or otherwise, first address it through your supervisor. If for any reason, you cannot use your supervisor, work to resolve your concern directly through another member of management, or through your human resources representative.

### **Expectations for Supervisors & Managers**

- Treat your employees with respect and promote that attitude throughout the work environment.
- Actively maintain an open door approach so employees will feel free to raise concerns without fear of retaliation or discrimination.
- Never engage in or tolerate harassment, intimidation, retaliation or discrimination.
- Be an active listener. Provide a work environment that allows the flow of ideas and encourage those ideas.
- Be a leader, coach and role model. Delegate authority along with the responsibility.
- Take immediate action to address any issues surrounding our employees, including health, safety and security and any environmental concerns.
- Evaluate and document your employee's performance. Help them grow.
- Be familiar with and utilize the HR Policies and other resources available to address employee issues.

### What You Can Expect From Us

- We will treat all employees with respect.
- We will be open and honest about events within our company that may impact you and your family.



POL006Subject:Open Work EnvironmentRevision:3Issue Date:11/01/2015Revision Date:01/01/2024

- We will not tolerate any hostile environment within our workplace.
- We will work to support and promote a diverse workforce.
- We will hold all employees and supervisors accountable for their behaviors and performance.
- We will support and promote ICE Services' Health, Safety and Environmental goals and policies.
- We will pursue training opportunities for the workforce that will help all of us in our jobs.
- We will support and defend the right of any member of the ICE Services workforce to raise concern and to have that concern addressed in a timely and respectful manner without fear of retaliation.

TJ Bourdon, President

### **REVISION HISTORY**

Date:	Revision	Description of revision:	Document
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01/01/2024	3	Biennial Review complete. No change	A.Archuleta

**HSE Program** 



POL007Subject:Continuous Performance ImprovementRevision:3Issue Date:11/01/2015Revision Date:01/01/2024

### **CONTINUOUS PERFORMANCE IMPROVEMENT (CPI) POLICY**

### Summary

ICE Services promotes the need to continuously improve our procedures and processes. We also believe what gets measured gets managed. Therefore, the basic purpose of the CPI policy is to continuously monitor and devise new and innovative ways to improve the ICE Services' process.

### Benefits

- > Safety
- > Health
- Environment protection
- Customer satisfaction
- > Quality
- > Team involvement
- Focus
  - > Provide a safe working environment
  - > Reduce risk
  - Protect the environment
  - Reduce waste, defects and deficiencies
  - Reduce project costs
  - > Improve schedules
  - Improve budget estimates
  - Improve quality
- Guidelines
  - > All project team members are encouraged to participate
- Process
  - > Employee develops the CPI idea or recommendation.
  - > Key Performance Indicators will be developed and measured.
  - > The recommendation is forwarded to the Site supervision.
  - Site supervision approves or disapproves and records appropriate action to the Site CPI file.

TJ Bourdon, President

HSE POL 007 Continuous Improvement Policy 2024

Page 1 of 2



HSE Program

POL007Subject:Continuous Performance ImprovementRevision:3Issue Date:11/01/2015Revision Date:01/01/2024

### **REVISION HISTORY**

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01/01/2024	3	Biennial Review complete. No change	A.Archuleta

Section F, Item 2.

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prepared by ICE Services, Inc.



# Appendix A – Proposed Client AP Mounting Locations in Core Network Zones

2606 C Street Anchorage, AK 99503 | Ph: 907.433.6050 / Fax: 907.644.8202

Pre

181

prepared by ICE Services, Inc.

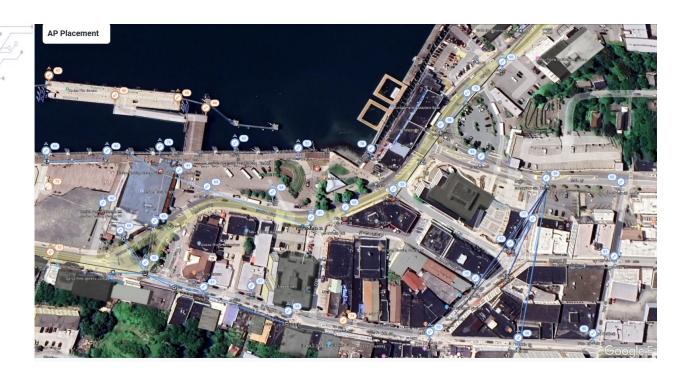


2606 C Street Anchorage, AK 99503 | Ph: 907.433.6050 / Fax: 907.644.8202

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prepared by ICE Services, Inc.





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183

prepared by ICE Services, Inc.



# Appendix B – Proposed Distribution Network Mounting Locations

2606 C Street Anchorage, AK 99503 | Ph: 907.433.6050 / Fax: 907.644.8202

Pro

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Prepared by
 ICE Services, Inc.



Pro

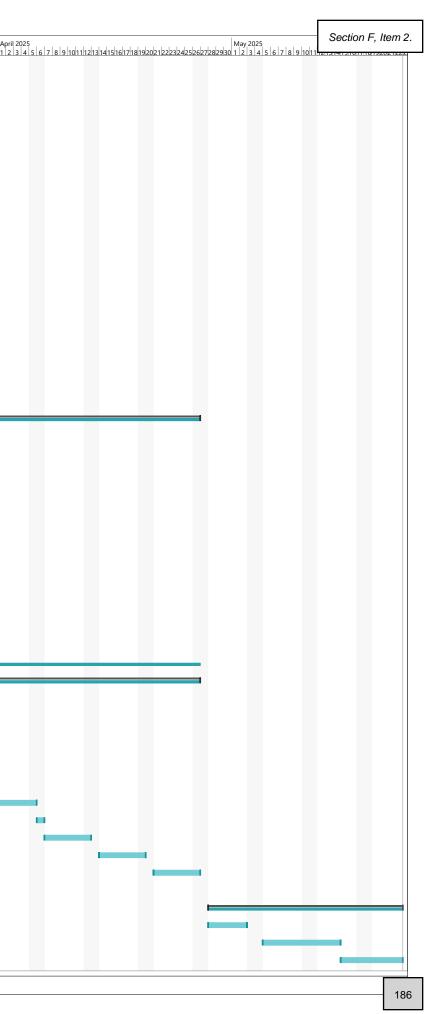
185

prepared by ICE Services, Inc.



2606 C Street Anchorage, AK 99503 | Ph: 907.433.6050 / Fax: 907.644.8202

1	ACTIVITY	FORECAST START	FORECAST FINISH	FORECAST DURATION	2025 4   5   6   7   8   9  10 11 12 13 14 15 16 17 18 192021 222324252627289293031   2   3   4   5   6   7   8   9  10 11 12 13 14 15 16 17 18 192021 22232425262728   1 2   3   4   5   6   7   8   9  10 11 12 13 14 15 16 17 18 192021 22232425262728   2   3   4   5   6   7   8   9  10 11 12 13 14 15 16 17 18 192021 22232425262728   2   2   3   4   5   6   7   8   9  10 11 12 13 14 15 16 17 18 192021 22232425262728   2   2   3   4   5   6   7   8   9  10 11 12 13 14 15 16 17 18 192021 22232425262728   2   3   4   5   6   7   8   9  10 11 12 13 14 15 16 17 18 192021 22232425262728   2   3   4   5   6   7   8   9  10 11 12 13 14 15 16 17 18 192021 22232425262728   2   3   4   5   6   7   8   9  10 11 12 13 14 15 16 17 18 192021 22232425262728   2   2   3   4   5   6   7   8   9  10 11 12 13 14 15 16 17 18 192021 22232425262728   2   2   3   4   5   6   7   8   9  10 11 12 13 14 15 16 17 18 192021 22232425262728   2   2   3   4   5   6   7   8   9  10 11 12 13 14 15 16 17 18 192021 22232425262728   2   2   3   4   5   6   7   8   9  10 11 12 13 14 15 16 17 18 192021 2223 24 25 26 27 28 12 22 22 24 22 22 24 22 22 24 24 24 24 24
	PROVISION OF INTERNET SERVICES				
!					
3	PROJECT LAUNCH	Mon 1/6/25	Mon 1/6/25	1 day	
	Notice to Proceed	Mon 1/6/25	Mon 1/6/25	1 day	
5	PROJECT PLANNING	Mon 1/6/25	Mon 1/13/25	6 days	
7	Develop Project Plan	Mon 1/6/25	Mon 1/13/25	6 days	
3					
9	DESIGN	Wed 1/8/25	Fri 1/31/25	18 days	
0	Requirements Finalization	Wed 1/8/25	Mon 1/13/25	4 days	
11	Technical Design	Tue 1/14/25	Fri 1/31/25	14 days	
2					
13	PROCUREMENT	Tue 1/14/25	Wed 2/5/25	17 days	
4	BOM Devlopment	Tue 1/14/25	Fri 1/31/25	14 days	
5	Materials Ordering	Tue 1/21/25	Tue 2/4/25	11 days	
6					
7	PERMITS	Wed 1/15/25	Fri 1/24/25	8 days	
8	City/Burough - Permit preparation and submittal	Wed 1/15/25		8 days	
9	State - Permit preparation and submittal	Wed 1/15/25		8 days	
20					
21	CONSTRUCTION	Mon 2/10/25	Sat 4/26/25	56 days	
2	Point-of-Presence (POP) Build-Out		Sun 2/16/25	6 days	
3	POP 01 - CBJ Harbor House		Thu 2/13/25	4 days	
4	POP 02 - CBJ City Hall		Sun 2/16/25	3 days	
5		. ,,	, ,,==		
26	Power Distribution Infrastructure	Mon 2/17/25	Sat 3/29/25	31 days	
27	Installation of Unswitched Power	Mon 2/17/25		31 days	
8	Poles 01 thru 20	Mon 2/17/25		6 days	
29	Poles 21 thru 40	Mon 2/24/25		6 days	
0	Poles 41 thru 60	Mon 3/3/25	Sat 3/8/25	6 days	
1	Poles 61 thru 80	Mon 3/10/25		6 days	
2	Poles 81 thru 100	Mon 3/17/25		6 days	
3	Poles 101 thru 113	Mon 3/24/25		6 days	
4				5 auys	
5	Pole Mounted Infrastructure				
36	Installation of Distribution Network and Client APs	Mon 2/17/25	Sat 4/26/25	51 days	
37	Poles 01 thru 12	Mon 2/17/25		6 days	
8	Poles 13 thru 24	Mon 2/24/25		6 days	
9	Poles 15 thru 24 Poles 25 thru 36	Mon 3/3/25	Sat 3/1/25 Sat 3/8/25	6 days	
0	Poles 37 thru 48	Mon 3/3/25		6 days	
1	Poles 49 thru 60	Mon 3/10/25		6 days	
2	Poles 61 thru 72	Mon 3/17/25		-	
3	Poles 61 thru 72 Poles 73 thru 84			6 days	
		Mon 3/31/25		6 days	
4	Installation Complete for MIZ and Downtown Area		Sun 4/6/25	1 day	
5	Poles 85 thru 96	Mon 4/7/25	Sat 4/12/25	6 days	
6	Poles 96 thru 108	Mon 4/14/25		6 days	
7	Poles 109 thru 113	Mon 4/21/25	Sat 4/26/25	6 days	
8					
9	POST CONSTRUCTION		Thu 5/22/25	19 days	
0	Final Test & Acceptance	Mon 4/28/25		5 days	
51	Document Finalizatin and Turnover		Wed 5/14/25	8 days	
52	Project Close-out	Thu 5/15/25	Thu 5/22/25	6 days	





Finance Department, Purchasing Division 155 Heritage Way, Juneau, AK 99801 Email: <u>Purchasing@juneau.gov</u> Phone: 907-586-5215 Opt. 4, Fax: 907-586-4561

11/18/2024

# RFP No. 25-190 Addendum No. 1

### Provision of Internet Services in the Juneau Maritime Industry Zone for the City & Borough of Juneau

The following items of the subject RFP are modified as herein indicated. All other items remain unchanged.

#### **REFER TO: Service Obligations & Equipment:**

#### ADD THE FOLLOWING BULLETT TO THIS SECTION:

• The Contractors plan for services must include the capability for standardized hotspot technology (e.g. ATT Passpoint) to automate secure roaming.

**REFER TO:** Installation Locations & Contractor Access: (first bullet) •Contractor may utilize power and space within city facilities but will not be responsible for costs associated with delivering power to the equipment's location and for modifications to spaces where the equipment will be located.

#### ADD THE FOLLOWING:

For Example: On a city owned light pole, the Contractor will have to pay for the work (equipment, installation, wiring, labor, etc.) to get power to the equipment but the CBJ would pay for the power costs itself. if the Contractor uses an AELP pole, it would be part of the charge AELP would bill CBJ to actually use the pole in the first place. CBJ does not anticipate any mounting on privately owned buildings; however, if needed, the process would be the same as listed above; e.g. Installation costs would be paid by the contractor, and any easement cost would be paid by the CBJ.

# ACKNOWLEDGE THIS ADDENDUM IF YOU PLAN TO SUBMIT A PROPOSAL

**This addendum must be acknowledged** or your submitted response may be considered non-responsive. Acknowledgment can be made online at <u>PublicPurchase.com</u> or by signing and returning this form prior to deadline via email to Email: <u>Purchasing@juneau.gov</u> or provide written acknowledgement with your response proposal.

ICE Services, Inc

Bradley Bourdon

12/19/2024

Company

Signature?Pinnted Waine

Date

**Issued by:** Mary Johns, Buyer,City and Borough of Juneau (907) 586-5215 X 4



Finance Department, Purchasing Division 155 Heritage Way, Juneau, AK 99801 Email: <u>Purchasing@juneau.gov</u> Phone: 907-586-5215 Opt. 4, Fax: 907-586-4561

#### 11/25/2024

# RFP No. 25-190 Addendum No. 2

## Provision of Internet Services in the Juneau Maritime Industry Zone for the City & Borough of Juneau

The following items of the subject RFP are modified as herein indicated. All other items remain unchanged.

# REFER TO: SCOPE OF WORK & DELIVERABLES ADD THE FOLLOWING SECTION:

**Performance & Reliability:** Any implemented network should maintain a minimum of 95% uptime of any managed device and connectivity. The proposed coverage area should have less than 10% geographic gap coverage of little to no signal strength, while maintaining average latency levels to not exceed 50-70ms. The system must have some "self-healing" capabilities in the event of device failure, "hangs," or connectivity problems. Contact and support numbers and information will be provided to report and escalate outages and/or other unanticipated network issues.

The following questions of the subject RFP are answered or clarified herein indicated. All other items remain unchanged.

1. Question: The RFP provides for a one-year initial term with five one-year renewals. Will the CBJ also entertain proposals for different initial terms, or allow for flexibility in negotiation contract duration and terms?

**Answer:** As a governmental agency, CBJ has rules for procurement and contracting. Typically, CBJ contracts are not approved for a longer than five-year term. Proposers may choose to provide a reason why potentially longer term may be beneficial for these proposed services and CBJ may take the request into consideration. Changes to the length of contract term may or may not be approved. Proposers should thoroughly review **Attachment C, the CBJ Sample Contract**. If there are terms or conditions that they do not agree to, they must note those exceptions with their submitted proposals. Exceptions must be reviewed by the CBJ Law and Risk Management Departments and may not be approved for award.

- **2. Question:** The RFP notes on page 3 that "The initial deployment of equipment and operational services are expected to happen in time for the 2025 cruise ship season."
  - Can/will the CBJ support a staged deployment of equipment that provides broad coverage of Wi-Fi
    in the port area while allowing the Contractor more time to install for higher density and wider area
    coverage throughout the summer season?

**Answer:** While not ideal, that can be possible. Note that the center of Zone A is our highest visitor density area.

- **3.** Question: Per RFP requirements on page 4, "The management capabilities of the Wi-Fi network must include software utilities to administer and manage user sessions, as well as the ability to create and manage a portal page."
  - Will the CBJ please clarify if this requirement is intended to include a customer-facing captive portal/splash page for the end user to access or pass through before getting internet access? **Answer:** While a captive portal for customers is not part of our initial deployment plan, the system must be capable of providing that service.
- 4. Question: Can the CBJ clarify or expand on its requirements for a management portal page? Answer: The management portal should allow administrative access to manage network access with

features such as authentication and user access control, captive portal functional, monitoring, analytics, security settings, bandwidth management, etc.

- **5. Question:** Per RFP requirements on page 4, "All equipment determined necessary to provide the services as described shall be provided by, repaired, and maintained for operational status by the Contractor."
  - Will the CBJ please clarify if it seeks a managed Internet Wi-Fi service where the Contractor maintains ownership of all equipment) or if it seeks to own the equipment itself while having it maintained/supported by the Contractor?
  - Answer: CBJ is open to proposals for either option.
- 6. Question: The RFP states on page 4 that the "Contractor's network should have filtering capabilities."
  - Will the CBJ provide any additional details regarding this expectation? For example, does the CBJ expect specific applications and/or services to be blocked, or to only permit family-friendly web browsing services?

**Answer:** Initial deployment should limit filtering to security risks, malicious domains, and known vulnerabilities. Functionality should exist for more broad filtering categories to manage bandwidth and fit CBJ needs.

- Question: Does the CBJ expect the Contractor to carry any liability if end users bypass filtering with VPN or other methods?
   Answer: Barring negligence, liability for the misuse of the public Wi-Fi resides with the end user. They will be notified of this via splash page, or some other method of communication.
- 8. Question: Regarding end user support, can a Contractor meet the support need by providing a QR Code on signage that redirects the end user to a basic support FAQ/information page, or does the CBJ expect the Contractor to provide access to a support phone number or chat bot to assist while users are in the service area?

**Answer:** - See Scope of Work Addition; **Performance & Reliability:** first paragraph of Addendum No. 2 for information.

- Question: Is there A/C power available 24/7 on all light poles along the streets and boardwalk, or are lights controlled by photocells that manage the on/off power to the light poles?
   Answer: There is a mix of both.
- 10. Question: Can the contractor mount Wi-Fi Access Points (APs) to all light poles, are there are any pole styles/types where this would be prohibited? Are there any esthetic restrictions or guidelines applicable to the installation of equipment on light poles?

**Answer:** It is understood that equipment can't be hidden, all equipment (access points, antennas, customer-premises equipment (CPEs), power supplies, etc.) should not overly negatively impact the appearance of publicly visible areas, and CBJ-owned property.

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ICE Services, Inc

DocuSigned by: Bradley Bourdon

12/19/2024

Company

Signature/Printed Name

Date

Issued by: Shelly Klawonn on behalf of: Mary Johns, Buyer, City and Borough of Juneau



Finance Department, Purchasing Division 155 Heritage Way, Juneau, AK 99801 Email: <u>Purchasing@juneau.gov</u> Phone: 907-586-5215 Opt. 4, Fax: 907-586-4561

#### 11/26/2024

# RFP No. 25-190 Addendum No. 3

# Provision of Internet Services in the Juneau Maritime Industry Zone for the City & Borough of Juneau

The following items of the subject RFP are modified as herein indicated. All other items remain unchanged.

# REFER TO: Deadline: 12/12/2024 prior to 2:00 p.m., AK Time CHANGE TO: Deadline: 12/19/2024 prior to 2:00 p.m., AK Time

**ADDITIONAL REQUIREMENTS:** <u>TITLE 36 (Little Davis-Bacon) REQUIREMENTS</u>: If your response exceeds \$25,000.00 and you subcontract or employ anyone to perform any of the Work, the following will apply:

State of Alaska, Department of Labor, Laborers' and Mechanics' Minimum Rates of Pay, AS 36.05.010 and AS 36.05.050, Wage and Hour Administration Pamphlet No. 600, the latest edition published by the State of Alaska, Department of Labor inclusive, are made a part of this contract by reference. The Contractor is responsible for contacting the Alaska Department of Labor to determine compliance with current regulations.

Correspondence regarding Title 36 requirements may be submitted electronically, or paper copies can be submitted by mail. To submit Title 36 documents electronically, go to <u>https://certpay.dol.alaska.gov/portal.aspx</u>. If filing electronically, submit certified payrolls to ADOL at the website above and email a copy of all certified payrolls to the Contract administrator at the email address listed. If Contractor elects to submit paper copies, they should be submitted to the State of Alaska address listed below, with copies mailed to the City, 155 Heritage Way, Juneau, AK 99801, Attn: Contract Administrator Chris Murray, IT Director, email: Chris.Murray@juneau.gov.

Within 10 Days of "Notice of Award/Notice to Proceed" make a list of all Subcontractors. Include their name, address, phone, estimated subcontract amount, and estimated start and finish dates. Send this list to the Wage and Hour Section (contact information below).

Certified Payrolls must be submitted every two weeks. Before the second Friday, each CONTRACTOR and Subcontractor must file Certified Payrolls with Statements of Compliance for the previous two weeks. Indicate "Start" on your first payroll, and "Final" on your last payroll for this Project.

As part of the final payment request package, CONTRACTOR must submit a "NOTICE OF COMPLETION OF PUBLIC WORKS" form signed by ADOL personnel. Contact Information: State of Alaska, Department of Labor and Workforce Development; Labor Standards and Safety Division and Wage and Hour Administration, P.O. Box 11149, Juneau, AK 99811-1149, Phone: 907-465-4842, Web site: <u>https://labor.alaska.gov/lss/whhome.htm</u> If you need additional information, contact the State of Alaska, Department of Labor at 465-4842, and Purchasing at <u>Purchasing@juneau.gov</u>

The following questions of the subject RFP are answered or clarified as herein indicated. All other items remain unchanged.

- 1. QUESTION: Could the CBJ consider extending the proposal submission deadline by two week creates resource constraints that may impact the thoroughness of proposal responses. ANSWER: Deadline has been extended for one week.
- **2. QUESTION:** Does this project require the use of certified payroll? **ANSWER:** Yes. See additional Davis-Bacon requirements issued with this Addendum.
- QUESTION: The RFP states that the network should support casual usage, such as sending emails, browsing, and basic internet activities. Could you clarify the required circuit size for the service period from mid-April to October?
   ANSWER: Specific throughput numbers were not listed in the RFP by intent. Please use your best

**ANSWER:** Specific throughput numbers were not listed in the RFP by intent. Please use your best judgement.

- 4. QUESTION: What are the specific upload and download Mbps requirements for end users? ANSWER: Throughput requirements are listed in the RFP as "casual usage, such as sending emails, browsing, and basic internet activities". Users should have a good experience while using the Wi-Fi.
- 5. QUESTION: The system is required to operate effectively in high-density, high-traffic areas. Could you provide more detailed specifications or performance expectations to ensure compliance with this requirement?

**ANSWER:** Please see the RF study associated with this RFP.

- QUESTION: Can you provide a list of City or other Facilities that are available for access to mount equipment on in the areas zoned for Wi-Fi?
   ANSWER: A list of city facilities is available in our public GIS interface, the CBJ parcel viewer at: http://epv.juneau.org/
- 7. QUESTION: Is it possible to mount AP's under the awnings of Downtown that were recently retrofitted with LED Lighting? If so, since the city put this infrastructure in, can we utilize the same power meant for the lights to power access points and other network gear above the sidewalks? ANSWER: CBJ prefers contractors to run and use circuits specific to the project, as some lighting circuits are switched at the source and others at the light itself. The awarded contractor may research and recommend usage of light circuits already in place, which could be approved.
- QUESTION: Also, is there anything that would prevent us from mounting to the underside of the awnings above the sidewalks?
   ANSWER: This is possible for CBJ owned facilities.
- QUESTION: Is there any other city-owned infrastructure within the coverage scope, besides the light poles, that can be utilized for mounting Wi-Fi or backhaul equipment?
   ANSWER: A map of city owned facilities is available at the CBJ Parcel Viewer: <u>http://epv.juneau.org</u>
- **10. QUESTION:** Are there any channel restrictions on the 802n/ac/ax/be? **ANSWER:** No.
- **11. QUESTION:** Do any of the light poles have fiber available (how many strands), or are there any existing pathways for fiber between light poles or other city infrastructure? **ANSWER:** No and no.
- 12. QUESTION: Are there any height or weight restrictions for mounting Wi-Fi or backhaul equipment on the light poles? Can the shorter decorative light poles on Franklin St. also be used?
   ANSWER: Commercial equipment should be well under the weight limits of the poles themselves. The shorter poles could be used if mounted high enough.

- **13. QUESTION:** Can Free Space Optics be used in this area?
  - **ANSWER:** It is up to the proposer to choose the technology they want to propose. Juneau does receive heavy snow in the winter and rain in the summer.

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ICE Services, Inc

DocuSigned by: Bradley Bourdon

12/19/2024

Company

Signature

Date

Issued by: Shelly Klawonn on behalf of: Mary Johns, Buyer, City and Borough of Juneau



Finance Department, Purchasing Division 155 Heritage Way, Juneau, AK 99801 Email: <u>Purchasing@juneau.gov</u> Phone: 907-586-5215 Opt. 4, Fax: 907-586-4561

12/6/2024

# RFP No. 25-190 Addendum No. 4

#### Provision of Internet Services in the Juneau Maritime Industry Zone for the City & Borough of Juneau

The following items of the subject RFP are modified as herein indicated. All other items remain unchanged.

#### REFER TO: Purpose & Intent:

**ADD THIS SENTENCE:** This is a solution seeking RFP. CBJ has provided as much information as is available to be focused, but inclusive and not overly limiting on what solutions may be reviewed or accepted. Contractors are encouraged to provide their best-case, cost-effective solutions in their responses based on the information provided by the solicitation process for this RFP. CBJ realizes that there may be different scenarios, related concerns, or variant solutions proposed, that may require revision to the City's expectations. If necessary, these areas would be addressed as negotiated items with the apparent best proposer.

#### REFER TO: Service Obligations & Equipment: - the follow bullet -

• The Contractor's network will have to contended with and formulate a plan to manage the required services within a congested radio signal environment, with cruise ships, residences, government offices, and businesses across approximately three (3) square miles.

#### DELETE BULLET & REPLACE WITH:

• The Contractor's network will have to contended with and formulate a plan to manage the required services within a congested radio signal environment, with cruise ships, residences, government offices, and businesses across **the identified area**.

The following questions of the subject RFP are answered or clarified as herein indicated. All other items remain unchanged.

1. QUESTION: Under minimum qualifications there is a line that says: Is able to offer reliable 24-hour assistance for troubleshoot outages, and other network service issues. Does the city expect there to be 24X7 support for end users? Can the city elaborate on the expectations of 24-hour assistance with specific issues and expectations of "assistance for troubleshoot outages"

**ANSWER:** There is no expectation of end user support 24/7. However, we should be able to contact the vendor or contractor off hours if technical support is needed. Details will be determined during contract negotiations.

**2. QUESTION:** Is the City willing to use Contractor's standard form of Wi-Fi agreement which is specifically tailored for this type of installation?

**ANSWER:** The CBJ Law Department typically requires the use of the CBJ Contract and the Purchasing Divisions General Terms and Conditions. On occasion the Contractor's agreement may be allowed for use and/or the GT&C's may be modified.

All Contractor agreements or request for changes/edits/deletions, to any of the standard contracting documents must be reviewed by CBJ Law Department. CBJ Law may or may not accept any requests for changes/edits/deletions and may require negotiations, to achieve any final agreement, to be able complete an award.

When responding, Contractor's may redline the areas of the CBJ contract or the GT&C's that areas meed modified with their proposal response, they may also accept, or accept the GT&Cs with exceptions, or not accept the GT&C's and they may propose to use their own user agreement and provide a copy of that with their response proposal.

Exceptions may not qualify for award. Any exceptions noted will be discussed during contract negotiations. If no agreement can be reached, CBJ will cancel negotiations and move to contract with the next highest scoring Contractor.

In Summary, as a governmental agency, the CBJ Law Dept. would like Contractors to use and accept CBJ documents, terms, and conditions as this presents the easiest path to award. Exceptions can be reviewed, and possibly negotiated but aren't guaranteed to be accepted or cleared for award.

3. QUESTION: In the pre-bid discussion, the subject of 24-hour support came up. It was mentioned by the MIS director that this network would potentially be used for public safety, after evaluation. However, the RFP states: Contractor's wireless network signal should be capable of scheduling, turning off during evenings, overnight and possibly, other identified dates or times of minimal to no usage. Internet access MUST NOT BE delivered through the City and Borough of Juneau's existing network. At no time shall the Public Wi-Fi network be routed through the city networks. Can CBJ Please offer up some clarity on this potential new requirement supporting public safety to include capacities and network segregation requirements?

**ANSWER:** There are no added requirements at this time. As noted in the preproposal teleconference the current RFP is for public Wi-Fi services as stated. It was discussed that there may or may not be added requirements depending on how well this service works. Any changes or additions to the current specifications are unknown at this time. If changes were to be made in the future they would be addressed through negotiations with the awarded Contractor and documented through a written contract amendment.

#### 4. **QUESTION:** Does CBJ expect a bid for "Proposed Zone B Addition?" – See Exhibit A.

**ANSWER:** This is unknown at this point. If services were to be added it would be the CBJ's discretion to determine the best method or process to provide additional services. Those choices could include negotiations with the awarded Contractor to make the changes or additions. Any changes to the contract would be documented through a written contract amendment. Another choice would be for the CBJ to issue another solicitation for the services. There are no current plans to make any changes to any of the work specified.

- QUESTION: Can CBJ provide information to bidders as to when and where the public bid opening will be? ANSWER: This is a Request for Proposals (RFP). There are no public opening for RFPs, only Bids have public openings.
- 6. QUESTION: Will CBJ require either a Bid bond or performance bond for this project? Will they need to be present at submittal or would they be negotiated during the award process? They aren't explicitly mentioned in the RFP but are referenced in the general terms document.
  ANSWER: There is no is bid bond or performance bond for this project as it is not explicitly mentioned. In the CBJ GT&C's it states Bid Bond/Security: (When requested,) It is not requested in the solicitation so there is no requirement.
- 7. QUESTION: Does a finalized work plan need to be provided at submittal or after award and negotiation? ANSWER: Unclear on what the question is. All Proposals submitted needs to all inclusive of your firms plan to solve the problem as identified in the RFP. Any required or necessary changes to Contractor's submitted proposals would be done through negotiations with the selected Contractor.
- 8. QUESTION: Who owns Scope to bring AC power to the Light poles including Permitting? ANSWER: CBJ is seeking all-inclusive solution from Contractors for the Provision of Internet Services in the Juneau Maritime Industry Zone. Contractors are expected to complete all work associated to complete the project and should provide this in their submitted proposals.

- QUESTION: Can you confirm that CBJ owns Scope for Pole Structural studies for our gear attached and CBJ owns scope for Pole Augmentation?
   ANSWER: For the purpose, of this RFP any structural studies or augmentation scopes are the responsibility of the proposer.
- QUESTION: What is a typical timing for Permitting turn around where the proposer needs Permits to build and what is the Cost for Permitting to build where needed?
   ANSWER: Depending on the plan proposed there are varying scenarios for this. Contractors are encouraged to contact the City and Borough of Juneau Community Development Department to discuss what would be an expected timeline and anticipated costs to complete their proposed project plan. Timelines and all costs for the project deliverables should be identified in the Contractor's submitted proposals.
- 11. QUESTION: Bullet 6 of "Service Obligations & Equipment" says "The Contractor's network will have to contended with and formulate a plan to manage the required services within a congested radio signal environment, with cruise ships, residences, government offices, and businesses across approximately three (3) square miles." However, the MIZ Zones B and A are significantly smaller than 3 square miles, totaling between 5-10 million sq ft (less than a third of a square mile). Please confirm that the geographic scope is only Zones A and B as shown in the Maritime Industry Zones map included in the RFP? ANSWER: The RFP states clearly that this deployment is for the Maritime Industry Zone (MIZ) only. Approximately, 3 square miles may be a typo or mismeasurement and has been addressed and amended.
- 12. QUESTION: Is E911 Phase II Geolocation accuracy required for this Wi-Fi system or not at this time in this proposal?
   ANSWER: No, E911 Phase II Geolocation accuracy is not required, this RFP is specific for Wi-Fi data

services.

- 13. QUESTION: Who is the current Wi-fi provider in the Senate buildings as mentioned on the call? Do they have Cisco switches now? ANSWER: This is unknown to the City. Contractors that want this information may want to check with internet service providers or building occupants to make this determination.
- 14. QUESTION: Is there a specific expected MDF specific location or location options where the Head End? ANSWER: No, proposer can propose or negotiate use of a city owned MDF if they wish to propose that as part of their solution.
- 15. QUESTION: Gear is to be located, where Wireless is turned back into Fiber to the Core? ANSWER: This question is unclear but no technical specifications for equipment locations has been identified as required. This is a solutions RFP that allows for Contractors to propose their best plan to solve the project requirements.
- **16. QUESTION:** On average, the cited 1.7 million visitors over 6 months would come to nearly 10k visitors per day. However, what is the peak number of Cruise Ship visitors debarked at the same time who might use the system?

**ANSWER:** This can vary from year to year and day to day. Contractors are encouraged to review previous years Cruise Ship Calendars. Refer to this link: <u>https://juneau.org/newsroom-item/2024-juneau-cruise-ship-calendar</u> to make educated decisions on what day are typically high usage days, knowing that this is only an estimate and that during a new Cruise Ship Year daily totals could vary.

**17. QUESTION:** Does the city have a list of preferred contractors? Can we please get a copy of that list? **ANSWER:** No, there is no preferred contractors list.

Section F, Item 2.

**18. QUESTION:** Please elaborate on the mounting of Contractors equipment with regards to available poles?

**ANSWER**: If mounting equipment on existing poles is part of your proposal it would need to be determined by the Contractor and would be on a case-by-case basis depending on the pole and the size of the equipment. The poles are owned by both the City and the local power company, Alaska Electrical Light & Power (AELP), depending on the pole. AELP has a program for third party equipment being mounted on the poles.

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ICE Services, Inc

DocuSigned by: Bradley Bourdon

12/19/2024

Date

Company

Signature/Printed Name

**Issued by:** Mary Johns, Buyer, City and Borough of Juneau

Section F, Item 2.



# HEALTH, SAFETY, AND ENVIRONMENTAL PROGRAM (HSE Program)



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PROG001Subject:HSE Written ProgramRevision0Issue Date:11/01/2015

#### 1. ICE SERVICES' MISSION STATEMENT

Ice Services' commitment to safety is based on our vision to create a working environment that places the highest value on the health, safety and security of the individual, to instill a sense of ownership and to embrace all aspects of performance.

Our goal is to create added value for our customers through best in class performance in health and safety. We will place the safety and well-being of our employees, subcontractors and clients first and use honesty and integrity in pursuit of our vision.

We will use work planning, risk analysis and risk control to achieve these goals. We will encourage and respect the participation of our employees, subcontractors and clients in helping us reach our goals.

We will hold ourselves responsible and accountable for HSE performance within the organization and will install management and feedback systems to measure our progress and performance.

We will seek opportunities for continual improvement and will communicate effectively, consistently and competently.

#### 2. HSE PROGRAM OVERVIEW

This program contains management policies and procedures that define Ice Services' commitment to worker health, safety and environmental protection. It provides a clear statement of the overall Project/Facility HSE responsibilities. It is the expectation that this document be read and understood by all members of each Project/Facility team.

#### **3. GUIDING PRINCIPLES**

Ice Services' goal is 100% Safety. Our plan is to achieve this through communication, training, accountability, and continuous improvement.

#### 3.1 Open Communication

- Management will require and support safety meetings to discuss incidents, near miss accidents and Project/Facility experiences.
- Supervision at all levels will hold daily toolbox safety meetings to promote awareness of the health, safety and environmental issues inherent in each ongoing Project/Facility and at each work site.
- Management will require that pre-planning meetings be held with Project/Facility personnel to develop detailed HSE plans identifying job steps, staffing and all hazards associated with those steps. Supervision will work with employees to develop controls for those hazards and communicate this HSE plan to all personnel on site. As conditions

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change this HSE plan will be amended to address those changing conditions and the new plan will be communicated to all site personnel.

#### 3.2 Training

• Provide proactive training programs in safe work practices to continuously ensure employee awareness of the Ice Services' safety culture and to promote employee involvement in daily HSE assessments and hazard recognition.

#### 3.3 Accountability

- Ensure that all levels of management accept the responsibilities as laid out in this document and are held accountable for their actions.
- Promote and continually emphasize that each Project/Facility employee is responsible for themselves as well as the other workers on the job.

#### 3.4 Continuous Improvement

- Require an incident review for every incident.
- Focus on learning and prevention in all incident investigations.
- Require an annual executive review of the HSE Program, accessing its effectiveness and plans for continuous improvement.

#### 4. CODE OF CONDUCT

It is Ice Services' policy that all employees will work safely at all times. Working safely is a condition of employment. Employees who fail to observe proper standards of conduct, HSE policies and procedures, or who violate company rules and/or act in an unsafe manner, will be subject to appropriate disciplinary action, from their immediate supervisor or upper management, which may include dismissal at the discretion of the company, even for a first offense.

In addition to complying with Ice Services' policies and procedures, all Ice Services' personnel must be familiar with and comply with client policies and procedures, including HSE and camp rules. Failure to comply with client policies and procedures will result in appropriate disciplinary action up to and including dismissal, even for a first offense.

Violations that will result in disciplinary action up to and including termination, even for a first offense, include, but are not limited to:

- Willfully endangering the lives of others.
- Assaulting another employee, supervisor, or client personnel.
- Being intoxicated or under the influence of alcohol or drugs while on the job.
- Consumption of illegal drugs on company or client property.



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- Willful destruction of company or client equipment, property, or supplies.
- Possession of dangerous weapons or illegal drugs on company or client property.
- Insubordination refusal to follow supervisor's instructions.
- Disregard of safety rules and/or other acts that endanger you and/or others.
- Failure to report incidents.
- Violations of additional client, camp and company rules of conduct.

Supervisors and management will meet with employee(s) to discuss their disciplinary notice, the rule or procedure that was violated and the corrective action to be taken in each instance. Corrective actions could include further training, assignment of a mentor or reassignment.

#### 5. ADDITIONAL HSE PROGRAM ELEMENTS

- Risk Assessment
- Emergency Response Plan
- Incident Management
- Environment
- Subcontractor Control
- Security
- Office Safety
- Inspections and Audits

#### 6. STOP WORK AUTHORITY

Ice Services is committed to protecting the health and safety of its employees and other personnel at its work sites and the environment in which it conducts its business. Each employee, client representative, subcontractor, third party service provider, and visitor has a responsibility to contribute to a safe and healthful workplace and to protect the environment. Ice Services believes that environmental, health and safety goals need not conflict with economic goals.

It is management's expectation that Ice Services' employees, client representatives, subcontractors, third party service providers, and visitors will act in a manner that is consistent with the above expectations. This Stop Work Authority (SWA) is provided as a tool to be used to meet these goals. Invoking a SWA by anyone on an Ice Services' worksite or client worksite will not be considered a negative action and there will be no retribution to the person or the company for which that person works. No person will be expected or coerced into performing work they consider unsafe or damaging to the environment.



This SWA grants all persons on an Ice Services' worksite the right, obligation, authority and responsibility to stop any work or actions that are unsafe to personnel, equipment, or that if continued may damage the environment. Once invoked, it is expected that the activity in question will be stopped and reviewed by those performing the work, the immediate supervisor and appropriate Ice Services' representation on site, to determine if the SWA is warranted. Action will be taken to remove a hazard or prevent environmental damage. Persons or groups invoking the SWA will communicate the reasons for the SWA to Ice Services' immediate representative to better understand why or how the hazards and risk of environmental hazards can be mitigated. No work shall resume until all issues and concerns are addressed.

All SWA actions shall be documented and each SWA shall be reviewed by the Ice Services North Slope Manager. The North Slope Manager will be responsible for follow-up to the SWA to ensure that issues and concerns were addressed and any corrective actions have been closed. Further follow-up shall be the responsibility of the North Slope Manager to access the effectiveness of the Stop Work Authority process throughout the various worksites.

The SWA applies to all Ice Services' operations and should be communicated to and periodically reviewed with all Ice Services' employees, subcontractors and other on-site personnel. This shall be done through documented training by the North Slope HSE representatives prior to initial assignment.

#### 7. COMMUNICATIONS

#### 7.1 General

- Effective communication is the most important aspect of an effective HSE Management System. To be effective, communication must flow through the organization in both directions, from the Project/Facility Manager through to the workers and back again.
- An important component of effective communication is trust. Employees must believe that their comments and observations will be taken seriously or they will not communicate openly.
- To maintain credibility, supervision must take action on legitimate concerns raised by employees as well as provide direct feedback on issues that do not require further action.

#### 7.2 Meetings

 Daily HSE Pre-job Meetings - Daily pre-job meeting, as appropriate, are required for each Ice Services' and Subcontractor crew. These meetings shall take place each morning prior to the start of any work activity. The time shall be used to pre-plan for safety, identify hazards, determine control measures, discuss housekeeping, check for defective tools and equipment, review environmental concerns, etc. At the daily prejob meetings a risk assessment card will be completed documenting hazards discussed



during this meeting.

- Weekly Safety Meetings Safety meetings shall be conducted weekly for each Ice Services' and Subcontractor crew. These discussions shall address a specific topic(s) related to the Project/Facility and provide employees an opportunity to raise concerns, or put forth suggestions on ways and means to improve safety at the Project/Facility. Any incidents from the previous week will be discussed in these meetings. Meeting minutes from weekly safety meetings will be taken and turned into the Project/Facility Manager.
- Supervisors' HSE Meeting The Field/Facility Manager shall conduct a HSE meeting with the Supervisors within their area of responsibility. This provides Supervisors an opportunity to raise concerns or put forth suggestions on ways and means to improve health, safety and environmental compliance at the Project/Facility. This will also provide Supervisors an opportunity to review unresolved issues and concerns from their daily and weekly crew meetings. This meeting will be conducted weekly or more frequently as the Project/Facility dictates.
- Incident/Information Sharing To maximize Project/Facility lessons learned HSE Job Bulletins shall be prepared to share lessons learned associated with incident trends, serious incidents and serious near miss incidents. Incident summaries shall be prepared and posted on work-site and electronic bulletin boards.
- **Communications with the Media** Any and all communication with the press or news media at the Project/Facility shall be conducted by and through the Ice Services' President. Ice Services' personnel and subcontractors shall direct all requests by the press or news media to the Ice Services President. Any and all comments to the media shall be conducted in accordance with Ice Services' policy, outlined in the Ice Services Employee Handbook.

#### 7.3 Remote Field Communications

• General

Field communications for maintaining verbal contact with Ice Services' Project/Facility sites or owner facilities shall be addressed in the Emergency Response Plan within the Project/Facility-specific HSE Plan.

Remote Field Communications Responsibilities

#### Project/Facility Manager

Provides necessary resources to comply with remote field communication requirements.

#### > North Slope HSE Representative

Develops remote communication plans and integrates into the Emergency Response Plan within the Project/Facility-specific HSE Plan. Assists in the development of



communications training.

> Supervisor

Complies with Project/Facility remote communications requirements. Ensures that personnel are issued and trained in the use of remote communication equipment.

Employees

Knows how to utilize communication equipment. Understands and executes their responsibility under the Emergency Action Plan.

#### 7.4 Cellular Phones

- Cell phones shall not be used while operating vehicles or equipment. If a call is received pull over at a safe location or discontinue operation of equipment and return the call. This includes the use of text messaging and email.
- Cell phones and pagers are prohibited on operating facilities where there is a potential for a gaseous atmosphere.
- Personnel are responsible to adhere to site-specific requirements regarding cell phone utilization.

#### 7.5 Communication Documentation Requirements

The North Slope HSE Department shall maintain general communication files, specifically:

- HSE Alerts and Postings
- Daily Tool Box Meeting Minutes
- Weekly Safety Meetings
- Regulatory Agency Communication
- HSE Procedures

Supervision shall record:

- Employee concerns
- All significant HSE-related communications and contacts

#### 7.6 Communication Responsibilities

- Project/Facility Manager
  - Places HSE matters first on the agenda of Project/Facility meetings.
  - > Approves and issues HSE Project/Facility bulletins.
  - Supports the open work environment and encourages communication.

#### • Field and Office Management

- Complies with Project/Facility communications requirements.
- Reviews HSE responsibilities with all employees within their area of responsibility.
- Conducts the daily pre-job meeting.
- Conducts the weekly HSE meeting.



#### • North Slope HSE Representative

- Monitors Project/Facility compliance as related to communication requirements and provides feedback findings to the Project/Facility Manager and Risk Manager.
- Assists in preparation of the weekly safety meetings.
- > Establishes and maintains the filing system for communication records.
- Assists Contract/Procurement Manager in review of subcontractor HSE responsibilities and compliance.

#### • Employees

- > Actively participates in HSE meetings.
- > Communicates HSE concerns and HSE opportunities to supervision.

#### 8. TRAINING AND EDUCATION

#### 8.1 General

- Ice Services shall provide employees with the necessary training so they may safely and efficiently perform assigned tasks. To meet this requirement, a Site-specific Training Matrix is required as part of the Project/Facility-specific HSE Plan.
- Ice Services' HSE training shall be relevant to the employee's assignment and verified as effective through employee testing.
- Supervisors are responsible to ensure that workers are competent to perform assigned tasks and to assess the competency of each worker they supervise. Particular attention must be given to the new worker, who represents an unknown with respect to ability and who may take risks.

#### 8.2 Project/Facility-specific Training Requirements

All members of Ice Services' and subcontractor supervision shall receive an introduction to the Ice Services' Project/Facility-specific HSE Plan. This orientation shall outline the duties and responsibilities of the supervisor in regard to HSE. Topics shall include, but are not limited to:

- Health, Safety and Environment- Management System
- 100% Safe Philosophy
- General HSE Responsibilities
- Driving Safety
- Stop Work Authority
- HSE Meetings
- Emergency Procedures (General)
- Incident Investigations
- Job Hazard Analysis
- Risk Assessment Program



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- Incident Reporting, Recording and Investigation
- Drug and Alcohol Program Requirements
- Signs and Symptoms of Drug and Alcohol Abuse
- > Environmental Control Plan (Environmental Management System)

#### 8.3 Visitor Orientation

While they are on the work-site, responsibility for a visitor's safety rests with the host. Visitors must comply with Project/Facility HSE rules and regulations. To ensure they understand these expectations, Ice Services shall conduct a visitor's orientation.

Typical training shall include:

- Emergency Procedures and Reporting
- Site-specific Hazard Communication
- Requirements for Personal Protective Equipment

Visitors shall:

- > Report any hazardous condition or activity observed to their host.
- Report any injury or adverse health effects experienced to their host.
- Comply with other Project/Facility HSE requirements that affect visitor's or vendor's activities on the Project/Facility.

Visitors who will be on the Project/Facility for more than one visit, a total of two days, or who will be performing physical work are required to attend a basic New Employee Orientation.

#### 8.4 Skill-Specific Training Requirements

Due to the nature of the work, employees may be required to perform tasks that require additional training. Skill-specific training shall be provided based upon the Project/Facility-specific HSE Plan.

Skill-specific training requirements shall be identified in the Job Hazard Analysis (JHA) or risk assessment process and may include, but not be limited to the following:

- Fire/Safety Watch
- Scaffold Erection
- Emergency Response Training
- Confined Space Entry
- Fall Protection
- Ground Disturbance
- Energy Isolation
- Trenching and Excavation



#### 8.5 Training Documentation

Attendance lists for the training courses shall be filed as part of the Project/Facility record. Training records shall be maintained on file. All training records will be entered into a selected database for compliance tracking.

#### 8.6 Training Responsibilities

#### • Project/Facility Manager

Provide the personnel, facilities and other resources necessary to effectively accomplish HSE training objectives.

#### • Supervisors

- Assess employee competence and assign individuals to tasks within their skill and qualification level.
- Be fully versed on the training requirements for employees within area of responsibility.
- > Ensure employees who require task-specific training receive the required training.
- > Assign longer-term employees to work with new employees.

#### • North Slope HSE Representative

- Work with North Slope Compliance Specialist to develop a Project/Facility HSE training matrix.
- Ensure records of HSE training delivered by Ice Services or third parties are tracked and kept on file in the appropriate department.
- > Audit compliance to the training matrix.
- > Monitor effectiveness of training/education and feedback to senior management.

#### 9. RESPONSIBILITY AND ACCOUNTABILITY

#### 9.1 General

The following sub-sections provide a summary of Project/Facility responsibilities and accountability by position. Some Projects/Facilities may not be large enough to have all of these titles. In such cases, these responsibilities shall be divided among Project/Facility management.

#### 9.2 Project/Facility Manager

The Project/Facility Manager has overall responsibility for the Project/Facility and is accountable to the client. The Project/Facility Manager shall:

- Establish Project/Facility HSE objectives.
- Ensure adequate HSE staffing levels.
- Ensure that Project/Facility safety is carried out regardless of scope or location.
- Make a personal commitment to HSE that is apparent in all Project/Facility duties.
- Hold the Project/Facility team accountable for HSE performance through ongoing monitoring of Project/Facility performance.



- Initiate corrective action through the Management Team in every case where audits show HSE issues.
- Provide the physical and financial resources and management support necessary to carry out the HSE Management System.
- Lead by positive example.
- Conduct field visits and inspections on a regularly scheduled basis but no less than weekly.
- Facilitate and support the safe design and constructability process.
- Create a culture where HSE considerations are integrated into and receive equal attention to other management priorities of cost, quality, and schedule.
- Personally communicate with direct reports on HSE issues related to their area of responsibility.
- Build a 100% safe culture where incidents are an unacceptable consequence of performing work.
- Interface with regulatory agencies and clients on HSE matters.
- Promote communication and cooperation between Project/Facility stakeholders on HSE issues.

#### 9.3 North Slope HSE Representative

The North Slope HSE Representative has overall responsibility for the HSE Management System coordination and is accountable to the Project/Facility Manager. The HSE Representative shall:

- Coordinate Project/Facility-specific HSE Management Systems.
- Develop and implement HSE training, environmental, security, emergency response, and occupational health plans.
- Advise management team on HSE issues.
- Prepare and issue a monthly HSE performance report.
- Monitor compliance to Project/Facility, client and regulatory requirements, initiate corrective action through supervision or senior management.
- Interface with the Project/Facility Manager, senior management, supervision, subcontractors, and other Project/Facility stakeholders as regards to HSE.
- Administer the Project/Facility HSE recordkeeping system.
- Maintain positive relationships with supervision, clients, contractors, and regulatory enforcement representatives.
- Conduct field visits and inspections on a regularly scheduled basis but no less than weekly or as the Site Specific Plan requires.
- Liaison with the client HSE Representative.
- Establish a system to ensure that all actions identified during planned inspections, incident investigations, and HSE communications are tracked to completion.
- Participate in the development and implementation of Emergency Response Plan.
- Assist in developing procedures to implement site security policies.

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- Initiate investigations for security breaches or threats to personnel, operations and assets.
- Identify security loss exposures related to company personnel, operations or assets.
- Act as response leader in the event of a significant security breach or threat.
- Interface with local police authorities on site security issues.

#### 9.4 Field Supervisor or Team Lead

The Field Supervisor or Team Lead has responsibility for planning, leading, organizing, and controlling field activities within a specific assignment and is accountable to the applicable manager directing the field work. The Field Supervisor or Team Lead shall:

- Conduct pre-job risk assessments and identify mitigation methods.
- Ensure tools and equipment required to execute the job safely are available.
- Demand compliance to site-specific and regulatory HSE requirements.
- Communicate HSE performance expectations to crews.
- Ensure that crews are utilizing the risk assessment tools and are trained in the proper use and application of these tools.
- Review all incident reports regardless of severity and ensure that corrective action has been taken.
- Know and understand role within an emergency response.
- Conduct field visits and inspections on a regularly scheduled basis but no less than daily or as the Site Specific Plan requires.
- Identify and facilitate, in conjunction with Risk Manager, training requirements for upcoming work.
- Identify and eliminate HSE exposures within area of responsibility.
- Conduct and document weekly inspections of work-site and initiate corrective action on observed substandard acts/conditions.
- Conduct daily toolbox and weekly safety meeting.

#### 9.5 Employees

This applies to both direct hire and subcontractor personnel. Employees shall:

- Know and comply with HSE rules, regulations and procedures.
- Report all incidents and hazards immediately to your supervisor.
- Stop all unsafe work and take corrective action.
- Maintain and use personal protective and safety equipment.
- Communicate frequently with the supervisor on HSE issues.
- Integrate HSE into all activities and exercise necessary steps to protect health and safety of self and others.
- Suggest ways and means to reduce risk.
- Know how to effectively use risk assessment tools to assess hazards and develop a mitigation plan.

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- Actively participate in:
  - Job planning activities
  - HSE meetings
  - Inspections
  - Incident investigations, as required
  - Company initiated training sessions

#### **10.** CONTINUOUS PERFORMANCE IMPROVEMENT

Ice Services promotes the need to continuously improve our procedures and processes. The purpose of a continuous performance improvement program is to monitor and devise new and innovative ways to improve the Ice Services' processes in place. Improvement is achieved through review and audit of existing programs on a scheduled basis and encouragement of all employees to participate in the improvement process. Forums for employee involvement will be communicated through orientation and training.

Benefits of continuous performance improvement include:

- Safe working environment
- Reduced risk
- Environmental protection
- Reduced Project/Facility costs
- Improved schedules and budget estimates
- Improved quality
- Great client satisfaction

#### **11. PEOPLE-BASED SAFETY**

(Reserved)

#### **12. RISK ASSESSMENT**

#### 12.1 General

The objective of this Element is to:

- Establish requirements for risk identification and control.
- Provide safe job procedures and risk mitigation for both high hazard and routine work activities.

Note that a preliminary Risk Identification and Analysis is performed at the preconstruction/start of work stage to identify potential hazards, procedural problems, and safety requirements that can affect constructability, cost, or schedule.

#### 12.2 Job Hazard Analysis

Tasks that, by their nature, expose workers to an abnormally high degree of personal risk



are subject to special planning. Job Hazard Analysis (JHA) is a process to identify the hazards or risks associated with a task or work activity and to systematically address them to ensure it is performed safely. The implementation of appropriate prevention or control measures as well as ensuring all employees who may be exposed are made aware of these findings are key elements of this program. The information developed allows the user to take a proactive approach to planning the Scope of Work based on hazards that are identified and mitigated.

All subcontractors shall adhere to the hazardous work procedures utilized by Ice Services for the work involved.

Some typical classifications, which require written hazardous work procedures, include:

- Confined space entry
- Energy isolation
- Plant or equipment start-up
- Work on or near high voltage lines
- Work on high-pressure liquids or gas systems
- Working with highly toxic or hazardous substances
- Heavy or complex rigging operations
- Ground disturbance

#### 12.3 Job Hazard Analysis Process

The risk assessment is a key element in Ice Services' HSE Program to ensure risks are identified, evaluated and controlled. The process involves the supervisor as well as the workers who may be exposed to the hazards to create understanding so such work will be performed in a safe and proper manner. The process requires that the findings are properly documented. The Job Hazard Analysis (JHA) is prepared prior to the actual start of work.

A JHA shall be performed on each distinct part of every Project/Facility. These tasks may be chronologically or sequentially determined or by task or discipline (i.e., electrical, piping, etc.). The principle steps involved in the JHA process are as follows.

#### • Step 1 – Principal Job Steps

Break down the overall job into smaller segments or tasks (i.e., work packages that may be composed of several small tasks or Projects/Facilities can be divided by craft work, such as electrical, piping, civil work).

#### • Step 2 – Potential Risks

Identify all potential risks and those identified in past incident reports. This includes all health, safety, security and environmental risks associated with the phase of the job under review. It is extremely important to consult with the HSE Department and to gather input of employees that have performed this type of work in the past.

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#### • Step 3 – Recommended Controls

After identifying the risks, address the safe work procedures and environmental controls for each risk identified. This includes listing PPE, work practices and / or procedures. Again, look to your employees for the answers to controlling the risks identified.

#### • Step 4 – Equipment to be Used

List the equipment/tools to be used (i.e., cranes, lifts, special hand tools, etc.). Consider the risks associated with the use of these tools and equipment.

#### • Step 5 – Inspection Requirements

Indicate the types of inspections that may be necessary for the various aspects of the job (i.e., annual crane certifications, daily equipment checks, verification of compliance with energy isolation or confined space entry requirements. Indicate responsibility and frequency).

#### • Step 6 – Training Requirements

Ensure that all training requirements have been met for personnel assigned to the job (i.e., confined space entry, respiratory protection, energy isolation, equipment operation requirements, personal protection equipment, etc.). Additional training requirements should be listed under recommended controls.

#### • Step 7 – Required Permits

Determine the need for the permits associated with the work. This may include Environmental as well as Safe Work Permits.

#### • Step 8 – Emergency Action Plan

Ensure that the Emergency Action Plans are in place and everyone knows their roles and responsibilities.

#### • Step 9 - Notification

Ensure that the JHA has been has reviewed in a pre-job meeting with all affected personnel and that they have had an opportunity to comment and make suggestions. Each affected person must know and accept their responsibilities and expectations. All new employees at the facility or on the project must review and sign off on the JHA before starting work.

#### • Step 10 – Audit Expectations

Conduct periodic audits of the JHA utilization to ensure that employees are aware of and have been briefed on the hazards identified in the JHA. Ensure that all supervisors have a copy of all JHAs that are applicable to their job and are periodically briefing personnel on the contents.



#### 12.4 Job Hazard Analysis Form

The JHA form has been selected to simplify and document the Job Hazard Analysis process.

#### 12.5 Daily Risk Assessments

All jobs or tasks shall be analyzed daily for hazards that may occur during work planned for that day. Due to the nature of business lines at Ice Services different facilities or projects may use different methods of daily risk assessment. The method of risk assessment will be defined and outlined in the Project/Facility JHA.

The daily risk assessment is used in conjunction with the JHA and it identifies the particular items that may not have been on the JHA. An example may be conflicting work activities in the area or certain weather conditions. These risk assessments are used to ensure that all hazards have been identified and that controls are in place.

It is the responsibility of all supervisors and Leads to give daily risk assessment instructions to employees, either individually or in a group before work begins on the assigned task.

#### 12.6 Hazard Assessment Responsibilities

#### **Field Management**

- Monitors compliance to established safe job procedures and takes corrective action on observed non-compliance.
- Facilitates JHA and pre-job meetings within their area of responsibility.
- Conducts documented pre-job meetings and JHA/daily risk assessment reviews with work crews.
- Understands and complies with permit system requirements.
- Ensures workers responsible to receive work permits have required training.

#### **Supervisors**

- Conducts a JHA review for work being carried out in area of responsibility.
- Establishes requirements for daily risk assessments and task specific hazard reviews within area of responsibility.
- Understands and complies with permit system requirements.
- Ensures workers responsible to receive work permits have required training.
- Monitors compliance to established safe job procedures and takes corrective action on observed non-compliance.
- Facilitates JHA and pre-job meetings within their area of responsibility.

#### Employees

- Question unclear instructions.
- Actively participate in daily pre-job meetings (as required) and JHA development.
- Conduct daily risk assessment each morning, as conditions change and prior to the



carrying out of any new task.

#### North Slope HSE Representative

- Develops procedures for JHA and risk assessment utilization.
- Monitors compliance to the JHA and risk assessment procedures and method requirements.
- Supports area and subcontractor personnel in safe work planning.

#### Subcontractor Management

- Conducts a JHA review for work being carried out in area of responsibility with their affected employees.
- Establishes requirement for risk assessment and task specific hazard reviews within area of responsibility.
- Understands and complies with permit system requirements.
- Ensures workers responsible to receive work permits have required training.
- Monitors compliance to established safe job procedures and takes corrective action on observed non-compliance.
- Facilitates JHA and pre-job meetings within their area of responsibility.

#### **13. EMERGENCY RESPONSE PLANNING (ERP)**

#### 13.1 General

Regardless of the best efforts of an effectively implemented HSE Plan, the potential for an event requiring emergency response still exists. The mark of an effective Emergency Response Plan is efficiently coordinating and managing the actions required to reduce the loss exposure to people, property and the environment. A work environment is not static and as such continues to change throughout the Project/Facility. The Emergency Response Plan must be regularly reviewed to ensure it addresses changing site issues.

#### 13.2 ERP Responsibilities

#### **Project/Facility Manager**

• Sponsor the emergency response planning effort to ensure that there are adequate resources to effectively operate the ERP.

#### **HSE Representative**

- Develop, review and evaluate area emergency response planning to determine whether plans are adequate for the work being executed.
- Develop, implement, and maintain site-specific ERP.
- Ensure that an office specific ERP has been developed and communicated to personnel assigned to the work area.
- Facilitate training for ERP.
- Ensure emergency response roles and responsibilities are included into work-site orientation and regularly reviewed at safety meetings.



- Conduct post-incident reviews within 48 hours to discuss emergency and identify response plan strengths and improvement opportunities.
- Develop standard documents for use within the plan.
- Communicate with regulatory agencies and emergency response agencies regarding the Site-specific Plan or issues arising from emergency situations.
- Initiate emergency response drills to evaluate readiness and knowledge.
- Collect information and documents relevant to incident.
- Prepare and post emergency evacuation plan.

#### Supervisor

- Communicate roles and responsibilities within the ERP to new or transferred employees.
- Know and understand their role within the ERP.
- Provide specialty support as required to aid in the emergency response.
- Respond to the scene and assess the situation.
- Conduct head counts and report results to next level of supervision.
- Provide assistance to the ERT, as required.
- As soon as the situation is stabilized, ensure the immediate area is isolated and secure (e.g., ribbon and barricades).
- Ensure no equipment, machinery, or materials are moved unless imminent danger may result by leaving them in place.
- Begin preliminary investigation (e.g., statements of witnesses, etc.).

#### **Employees**

- Know and understand their role within the ERP.
- Follow all rules and procedures outlined in the ERP.

#### **14. INCIDENT MANAGEMENT (REPORTING, RECORDING AND INVESTIGATION)**

#### 14.1 General

Ice Services, its employees, and subcontractors shall comply with incident notification and investigation requirements. Employees have a responsibility to promptly report incidents to their Supervisor. Supervisors are responsible to ensure incidents are properly reported and an investigation conducted. Care shall be taken to maintain open lines of communication.

This section provides a framework for the reporting, recording, investigating and following up of incidents that could or did result in injury/illness, property damage, environmental release, or business interruption.

#### 14.2 Incidents Requiring Investigation

• Fatalities

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- Lost time or days away from work injuries
- Medical treatment cases, including restricted work cases
- Refusal to work due to imminent danger
- Property losses, including vehicle and/or equipment damage
- Environmental incidents, including spills
- Security losses, including material and tool loss, vandalism, unauthorized site access
- Fires, explosions
- Near misses with serious potential
- Alcohol/drug related issues

Loss potential will determine the depth of the incident investigation. The greater the actual or potential loss exposure, the more detailed investigation will be required.

#### 14.3 Incident Reporting

- Incidents shall be reported immediately through the line organization. The Project/Facility-specific HSE Plan will establish the Reporting Matrix for both internal and external purposes.
- While loss-producing events are undesirable, management must create a positive incident-reporting environment. Prompt incident reporting is a key element of effective incident management.
- The following incidents must be reported to the Project/Facility Manager and the Risk Manager or their designees immediately by verbal contact and a written report submitted.
  - Incidents resulting in fatal injury, permanent disability, temporary disability (lost time and restricted work), and medical aid injuries.
  - Near miss incidents with the potential for permanently disabling injury/fatal injury or lost time injuries, property loss/damage or environment.
  - Property damage valued at greater than \$5,000. This includes fire damage, tool, equipment and material losses, vandalism, and environmental impacts.
  - Security incident with a property loss greater than \$5,000.

#### 14.4 Investigation Process

- Responsibility to comply with the incident investigation process lies with the Project/Facility Manager. HSE personnel or the Corporate Risk Manager shall support the incident investigation process and serve as a resource to supervision.
- Once injured personnel have been cared for and the workplace made safe, the investigation must be initiated. An investigation team shall be assembled to investigate all incidents that did or had potential to result in a loss. Severity and



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severity potential of the incident shall determine the depth of the investigation as well as who will lead and participate in the investigation.

 Participation and cooperation from involved employees, witnesses, supervisors, and management is essential to identifying root cause and preventative measures.

#### 14.5 Post Incident Review

As part of the investigation process, a post-incident review shall be conducted on all serious or potentially serious incidents. The review meeting shall be held as soon as after the possible of occurrence. The intent of the meeting is to review and verify information required to close out the incident report (i.e., causes, corrective action and follow-up accountability).

#### 14.6 Determination of OSHA Recordability

The Risk Manager in consultation with the Project/Facility Manager and Site HSE Representative shall make determination of OSHA recordability.

#### 14.7 Incident Close-out

Incident reports shall remain open until all identified corrective actions have been completed and the action taken is documented on the incident file.

#### 14.8 Near Miss Reporting

The objective of the Near Miss reporting process is to establish a process to:

- Initiate reporting and review of near misses.
- Facilitate HSE changes in materials, practices and/or procedures.
- Avoid recurrence of similar circumstances by sharing lessons learned with Project/Facility teams.

Project/Facility standards and culture discourage taking disciplinary actions against any employee reporting a HSE concern or near miss.

The Near Miss procedure must be explained during the New Hire / Project/Facility Orientation process.

Upon completion, area management must review the report and identify actions to prevent recurrence. Modification to standards, procedures or systems shall be coordinated by the HSE Department and distributed to supervisory personnel.

Any near miss that is outside the authority of Ice Services shall be forwarded to the appropriate company representative for review.



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#### 14.9 Incident Investigation Documentation Requirements

The following documents will be filed and maintained by HSE Project/Facility Department:

- Incident Trend Analysis filed in central HSE files.
- Incident investigation records and associated documentation filed in central HSE files.

#### 14.10 Incident Investigation Responsibilities

#### **Project/Facility Manager**

- Implement an Incident Management System in compliance with Project/Facility requirements in the Project/Facility-specific HSE Plan.
- Verbally report serious or major events to the Ice Services' HSE Manager immediately after notification of the occurrence. If the Ice Services' Corporate Risk Manager is unavailable verbally report to the Ice Services' President or his designee.
- Immediately report serious or major incidents as per the incident reporting structure.
- Lead or actively participate in the investigation of serious incidents.

#### North Slope HSE Representative

- Immediately report serious or major incidents to the Project/Facility Manager and the Ice Services' Risk Manager.
- Report incidents to police service on behalf of Ice Services.
- Initiate and lead an investigative team in the event of a catastrophic incident.
- Distribute and share lessons learned from incidents or near misses with other Ice Services' offices.

#### Supervisor

- Promptly report all occupational injuries and illnesses, property loss, environmental exposures, near misses occurring within area of responsibility to immediate supervisor.
- Ensure that injured workers receive proper medical attention.
- Investigate all minor incidents.
- Participate in the investigation of incidents that occur within area of responsibility.
- Review incident details and recommendations with subordinates.
- Emphasize the importance of Near Miss reporting with all employees.
- Investigate and initiate corrective action on reported near miss incidents.

#### Subcontractor Manager

• Promptly report all occupational injuries and illnesses, property loss, environmental exposures, and near misses occurring within area of responsibility to immediate



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supervisor.

- Comply with regulatory reporting requirements and submit reports on behalf of their firm.
- Promptly investigate any incident that occurs within area of responsibility.
- Complete and forward incident investigation to Ice Services per the incident reporting requirements.
- Participate in Incident Review Meetings, as required.
- Comply with Workers' Compensation Board reporting requirements.

#### Employees

- Promptly report all occupational injuries and illnesses, property loss, environmental exposures, and near misses to their immediate supervisor.
- All incidents must be reported regardless of severity.
- Participate in incident investigations, as required.

#### **15. ENVIRONMENT**

#### 15.1 Purpose

This Document directly supports Ice Services' commitment to minimize environmental effects from all activities, as well as Ice Services' goal of zero environmental releases or impacts.

#### 15.2 General

The environmental requirements for the Project/Facility activities are based on the obligations resulting from various permits that have been or are in the process of being granted from agencies and good business practices.

Requirements are established by the following sources:

- Environmental commitments made to stakeholders in Project/Facility applications, hearings, meetings, letters, etc.
- Ice Services' company policies and procedures
- Regulatory Agencies

#### 15.3 Environmental Plan (EP)

A Project/Facility EP shall be developed, as required, for the Ice Services' Project/Facility Scope. The EP shall be a dynamic document that continues to be updated and monitored throughout the Project/Facility. As the Project/Facility Scope is adjusted, the EP shall be modified to cover the new scope.

The EP shall address all waste streams associated with the Project/Facility Scope in both office and field locations. The EP shall be compliance focused while based on the following structure:

**HSE Program** 



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- Project/Facility Environmental Standard
- Identification of Environmental Aspects
- Legal and Other Requirements
- Objectives and Targets
- Structure and Responsibility
- Training, Awareness, and Competence
- Communication
- Documentation
- Operational Control
- Emergency Preparedness and Response
- Nonconformance and Corrective Action
- Management Review
- Project/Facility Environmental Standard

Some clients may have established environmental plans that subcontractors are required to work under while on site. This is acceptable however Ice Services must still address the elements of the environmental plan and may reference the client documents.

#### **15.4 Environmental Procedures**

Procedures shall be developed by Ice Services and implemented to negate or minimize environmental aspects as required by the Project/Facility Scope of Work. Procedures shall include but not be limited to:

- Management of specific waste streams
- Fueling Procedures; Spill Containments
- Spill Response
- Product Handling and Storage

During the JHA, process procedures shall be developed for specific scopes of work to control environmental aspects unique to that Project/Facility Scope.

#### **16. SUBCONTRACTOR CONTROLS**

#### 16.1 General

Ice Services has a responsibility to ensure selected subcontractors are competent to perform the contracted work in a safe manner and comply with the established Project/Facility HSE requirements.

#### **16.2 Subcontractor Control Requirements**

Subcontractor control shall take place at three phases of the Project/Facility from an HSE perspective - pre-contract, active, and post contract.



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#### 16.3 Subcontractor Pre-Qualification

During the development of the bid list, potential bidders will be pre-qualified and required to submit an HSE Questionnaire and their historical HSE performance data using the Subcontractor Qualification form.

The subcontractor is required to prepare and submit a Project/Facility-specific HSE Plan to the Contract Supervisor and Risk Manager within 30 days of award and/or 14 days prior to commencement of activities. The HSE Department shall review and approve the program, or if required, feedback recommendations to address deficiencies.

#### 16.4 Subcontractor Written Program

Subcontractors shall provide a copy of their company HSE Program and Project/Facilityspecific HSE Plan to the Ice Services' Project/Facility Manager for review. Contract HSE Requirements will be passed through to the subcontractor.

Subcontractors have the option to work under an Ice Services' Site Specific Safety Plan. Acceptance of using this plan must be made in writing and approved by the Project/Facility Manager.

Subcontractors shall submit a job hazard analysis for their scope of work prior to start of any work activities regardless of which site specific plan they will work under. Should scope of work or conditions change a new job hazard analysis must be submitted prior to continuation of work.

#### 16.5 Designation of Subcontractor HSE Representative

Each Subcontractor may be required to designate a qualified HSE Representative and submit a resume for approval. This requirement will be noted in the bid documents and subcontractor will be notified prior to bid submission.

#### **16.6 Pre-Activity Meeting**

There will be a kick-off meeting for the subcontract that will take place before the subcontractor mobilizes to the Project/Facility. The Contract Supervisor and the Risk Manager shall meet with successful bidders to review the requirements of the HSE Management System.

#### **16.7 Subcontractor Report Requirements**

Subcontractor report requirements shall be specified in the Project/Facility-specific HSE Plan.

Typical Summary information will include the following:

- Number of personnel on site
- Number of hours worked, including sub's
- Number of incidents by type
- Training program delivered and number of attendees

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- Number of Orientations conducted
- Number of HSE Communications Meetings conducted
- Number of Pre-Job Instruction meetings
- Number of Planned Inspections conducted
- Details of outstanding actions from inspections, investigations, and HSE communications meetings

#### 16.8 Subcontractor Responsibilities

#### **Contract Supervisor**

- Monitor compliance to the established HSE Management System.
- Lead a post-contract review of the subcontractor Project/Facility performance.
- Advise subcontractor of site hazards that may have an impact on their work.
- Ensure implementation of the subcontractor site-specific HSE plan.

#### **Risk Manager**

- Review and approve all nominated subcontractor HSE Representatives.
- Conduct evaluation of subcontractor pre-qualification documents.
- Conduct review of subcontractor Project/Facility-specific HSE Plan and provide feedback on ways and means to strengthen plan.
- During pre-award phase, assess strength of subcontractor's HSE Management System.
- Conduct ongoing subcontractor compliance evaluations and advise Contract Supervisor of findings.

#### Subcontractor Site Manager

- Comply with the requirements as identified in the Project/Facility HSE Management System.
- Prepare and submit for approval a Project/Facility-specific HSE Plan.
- Should subcontractor choose to work under Ice Services' Project/Facility-specific HSE Plan they are still required to submit a job hazard analysis or task hazard analysis for their scope of work.
- Implement approved Project/Facility-specific HSE Plan.
- Submit weekly HSE summary report.

#### 17. SECURITY

#### 17.1 General

Security is an important part of an overall loss control program. Security related losses (i.e., theft of property or technology and vandalism) represent a significant financial exposure. While most employees and subcontractors are honest and operate in the best interest of the company, losses still occur. This element addresses security loss control.



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**HSE Program** 

Overall responsibility for security rests with Ice Services. The objective of a Project/Facility-specific Security Plan is protection of property and the control of people. The plan must address the following:

- Access
- Theft
- Threats
- Employee Behavior
- Natural Disasters
- Man Made Disasters
- Emergency Response

#### **17.2 Security Responsibilities**

#### **Project/Facility Manager**

• Sponsor the security program and provide the necessary resources to carry out the security plan.

#### **HSE Representative**

- Develop a site-specific security and response plan for each work location.
- Review security compliance.

#### Supervisor

- Review security requirements with personnel in their area of responsibility.
- Review security requirements for their immediate area to determine if the security plan is adequate for contracted work.
- Review security plan with staff to ensure understanding of site access and delivery procedures.

#### Employee

- Consider security precautions and report suspicious behavior to immediate supervisor.
- Be familiar and comply with Project/Facility security plan.
- Protect company and personal property.

#### Subcontractor Management

- Review security requirements with personnel in their area of responsibility.
- Review security requirements for their immediate area to determine if the security plan is adequate for contracted work.
- Review security plan with staff to ensure understanding of site access and delivery procedures.



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#### **18. OFFICE SAFETY**

#### 18.1 General

Office environments are typically low risk, but the opportunity for injury and illness still exists. The same general requirements for emergency response health, safety, environmental and security considerations shall be considered for offices.

This element will address health, safety, environmental and security issues related to the reduction of loss exposure in an office environment.

#### **18.2 Office Safety Requirements**

#### Structure

Offices will reside in sound structures that meet minimum building code requirements for temporary facilities.

#### **Emergency Procedures**

The structure shall be configured to allow adequate emergency escape routes and an Emergency Response Plan must be developed and posted. Exits shall be clearly marked and emergency lighting will be placed as necessary. Periodic drills will be conducted to evaluate the effectiveness of the Emergency Response Plan. Fire wardens shall be assigned in all Ice Services' offices. They shall be trained in basic first aid and CPR.

#### **Stairs and Walkways**

Stairs and walkways shall be constructed to industry standards and fitfor-purpose with an emphasis on weather conditions.

#### **Planned Inspections**

Planned monthly inspections are required in site offices. Results shall be distributed to the HSE Representative, Risk Manager and individuals with identified actions. Identified actions shall be followed up to completion and documented.

#### **Incident and Hazard Reporting**

Office employees do not always report occurrences or hazardous conditions. Management must encourage employees to promptly report any incidents or hazardous conditions to ensure corrective action is initiated and followed up to completion.

#### Weekly HSE Meetings

Each week, office employees will participate in a HSE meeting. The chair may be taken by the Managers in the office, or rotated through the staff. Issues to be discussed



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include:

- Review of concerns from previous meetings.
- HSE educational topic (appropriate to an office environment or Project/Facility)
- Results from area planned inspections
- Opportunity for employees to raise HSE concerns
- Information sharing

#### **Clean Desk Standard**

With respect to personal valuables (i.e. wallets, purses, etc.), items shall be stored in a secure location. Employees are encouraged to protect their personal property and to keep a clean desk at the end of the workday. Any electrical devices that present unique hazards (i.e., space heaters) shall be disabled at the end of shift.

#### **19. INSPECTIONS AND AUDITS**

#### 19.1 General

Inspections and audits are an important part of the Project/Facility-specific HSE Plan. Ice Services takes the view that what gets measured gets managed. Inspections and audits assist in enhancing HSE performance by keeping the focus on continuous improvement.

#### **19.2 Inspection Requirements**

• Documented (Formal) Inspections

Documented inspections shall be detailed in the Project/Facility HSE Plan. Identify all of the corrective actions to address substandard compliance. All actions identified during a documented inspection must be followed to completion.

#### • Preparation

Prior to the inspection, the supervisor or HSE Representative acting as inspection leader shall:

- > Establish a date, time and meeting place for the inspection
- Establish the area to be inspected
- > Determine if any specialized personal protective equipment is required
- Prior to the inspection, the participants shall review the established inspection criteria, the previous inspection report, and any outstanding actions.

#### • Inspection Process

- During the inspection:
- Look for off-the-ground and out-of-the-way items.
- Systematically cover the area.
- > Describe and locate each applicable item on the inspection report.

In the event the inspection team identifies an imminent danger or high hazard situation, the inspection shall be suspended until such time as the condition or



**HSE Program** 

practice has been resolved or the hazard has been reduced to an acceptable level.

#### • Post-Inspection

After the inspection:

- Conduct a post-inspection meeting to classify identified conditions and assign responsibility for corrective action and due date.
- Complete and distribute a report with copies to attendees and those with assigned actions.

#### • Informal Inspections

Supervisors and Subcontractor supervision shall conduct informal inspections of their area of responsibility as a part of their daily routine.

Management and supervision will perform a safety observation at least weekly for each work site and complete the safety observation form. Any recognized hazards not immediately addressed will be assigned as a corrective action.

Supervisors are expected to identify substandard conditions, work practices and atrisk behavior and to initiate prompt corrective action. If a hazard cannot be immediately corrected, the condition shall be highlighted so as not to present a risk to other workers. All identified corrective actions must be followed up to completion.

Employees are expected to report any hazardous condition to their Supervisor. Supervisors have the responsibility to investigate and follow up on reported hazardous conditions.

#### • Risk Management Audit

The Risk Manager shall conduct audits per the conditions within the Project/Facility-specific HSE Plan.

#### • Equipment

An Ice Services' representative shall inspect equipment prior to bringing it on site or using it in the field. The purpose of these inspections is to verify safe operability of the equipment.

#### • Pre-Use Checks

Employees are expected to conduct pre-use checks of tools and equipment before using. Any defective equipment must be tagged as defective, taken out of service, and returned for repair or replacement. Equipment that is leaking or dripping fluids is considered to be defective and action must be taken.

• Government Inspections and Investigations

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This provides direction for coordination of inspections by regulatory authorities. These guidelines are designed to assist in responding to regulatory personnel wishing to gain access to the field sites for the purposes of investigation or inspection.

Overall responsibility for coordinating the general activities of regulatory personnel conducting inspections and investigations, while on the work-site, lies with the Project/Facility Manager and Risk Manager. A representative of Ice Services must participate in all regulatory inspections and investigations relative to the Project/Facility.

#### 19.3 Inspection and Audit Responsibilities

#### **Risk Manager**

- Establish a Project/Facility planned inspection program.
- Monitor compliance to inspection requirements and report observations to the Project/Facility Manager.
- Coordinate visits by regulatory officials, in conjunction with the Project/Facility Manager.

#### **Senior Managers**

• Monitor compliance on Project/Facility inspection requirements and take corrective action on non-compliance issues.

#### Team Leads/Field Supervision/Subcontractor Managers

- Conduct documented inspection per the Project/Facility-specific HSE Plan within their area of responsibility.
- Follow-up to completion actions identified during planned inspections.
- Take corrective action on hazardous conditions reported by employees.
- Report any hazardous conditions that are outside their authority to correct to their immediate supervisor.
- Ensure that personnel are conducting pre-job inspections of tools and equipment to ensure that they are in safe working order.

#### **20.** REGULATORY COMPLIANCE

#### 20.1 Regulatory Permits

Ice Services shall secure required regulatory permits for all Projects/Facilities, either through direct application or by requesting copies, as a subcontractor, from clients issued permits for the Project/Facility. The Ice Services' Project/Facility Manager and Supervisor(s) will maintain these permits.



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#### 20.2 Regulatory Postings

Under provisions established by state and federal regulations, specified informational postings are required to be displayed in prominent locations throughout the workplace. The following Ice Services' guidelines will outline the procedures for compliance with all applicable posting regulations, to ensure that the information is available to all Ice Services' employees.

#### 20.3 Responsibility for Regulatory Postings

The HSE Site Representative is responsible for ensuring that posting requirements are met and maintained in the assigned location and for the appropriate duration.

#### 20.4 Types of Required Regulatory Postings

OSHA 300 A summary, State or Federal citations for non-compliance, Safety and Health in the Workplace (OSHA 3165); Fair Labor Standards Act (FLSA), Family and Medical Leave Act (FMLA), Equal Employment Opportunity (EEO), Employee Polygraph Protection Act (EPPA), Uniform Services Employment and Re-employment Rights Act (USERRA), and the Alaska Labor Law Posting.

#### 20.5 Locations of Regulatory Postings

It is the responsibility of the HSE Department to verify that all regulatory postings are placed in the appropriate locations accessible to all Ice Services' employees. Postings will be located in the following locations: Ice Services' Corporate office, HSE, Ice Services' North Slope facilities and the Ice Services' Human Resource office bulletin board.

#### 20.6 Duration of Postings

The OSHA 300A Summary will be posted from February 1st thru April 30th of each year. All regulatory citations for non-compliance shall be posted at the site of the citation or a prominent location until the violation has been abated and/or a minimum of 5 working days. All required regulatory postings will remain posted until revisions or changes are made by the issuing regulatory agency.

Date:	Revision	Description of revision:	Document
	level:		Owner:
11/01/2015	0	Initial release	K. Holzschuh
10/01/2018	1	Biennial Review – no change	A.Archuleta
01/01/2022	1	Biennial Review – no change (Delay due to COVID)	A.Archuleta
01/01/2024	2	Biennial Review – no change	A.Archuleta

#### **REVISION HISTORY**

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Alaska Business License # 285984

Alaska Department of Commerce, Community, and Economic Development

Division of Corporations, Business, and Professional Licensing PO Box 110806, Juneau, AK 99811-0806

This is to certify that

## ICE SERVICES, INC

2606 C STREET, ANCHORAGE, AK 99503

owned by

ICE SERVICES, INC.

is licensed by the department to conduct business for the period

December 6, 2022 to December 31, 2024 for the following line(s) of business:

23 - Construction



This license shall not be taken as permission to do business in the state without having complied with the other requirements of the laws of the State or of the United States.

This license must be posted in a conspicuous place at the business location. It is not transferable or assignable.

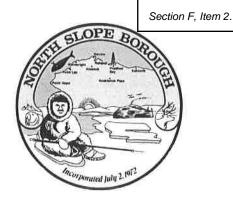
Julie Sande Commissioner

Section F, Item 2.

ICE SERVICES, INC 2606 C STREET ANCHORAGE, AK 99503

## NORTH SLOPE BOROUGH ADMINISTRATION AND FINANCE

P.O. BOX 69 BARROW, AK 99723 907/ 852-2611 ext. 240 Fax: 907/852-0245



Reed M. O'Hair, Director

To Proposal Review Committee

From: Reed O' Hair, Director of Administration and Finance RO

Date: December 8, 2015

Re: Anchorage School District E-Rate Modernization Project

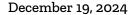
I am pleased to provide a reference for ICE Services to support their bid on this project. The North Slope Borough has a long relationship with ICE Services and we are very pleased with their efforts to serve our customers at the Service Area 10 facilities. We have worked with Joe Saxton to address technology needs in our new water/wastewater treatment plant and found his staff to be a very knowledgeable and professional team.

# **RFP No 25-190**

City and Borough of Juneau



www.northriverit.com





## **Transmittal Letter**

RFP No 25-190 - Provision of Internet Services in the Juneau Maritime Industry Zone for the CBJ

North River IT Services Co.

Physical Address:

302 Gold Street

Juneau, AK 99801

Mailing Address:

PO Box 3027

Bismarck, ND 58502

Phone: 701-751-2341

Fax: 701-369-4125

https://www.northriverit.com

Responsible Person for Contracts and Binding Authority:

Charles (Chaz) Hager – CEO (Additional Contacts in the Resumes Section).

701-390-9077

chaz.hager@northriverit.com

Signature:

Northriver IT acknowledges all addenda published by CBJ and all accepted required addendums were accepted via the online Public Purchase platform.

The City and Borough of Juneau (CBJ) is trying to solve Internet connectivity challenges and congestion in the downtown maritime industry zone (MIZ). Residents and visitors are frequently unable to use their respective mobile devices while in the zone due to capacity and congestion in the area. Following the evaluation of this proposal CBJ will determine that Northriver IT is the most highly qualified partner for the provision of free public downtown Wi-Fi Internet Services in the Juneau MIZ. This will promote a more enjoyable Juneau traveler experience as requested in the RFP.

Northriver IT (NRIT) was founded in 2007 by Chaz Hager, its CEO. Starting in 2010, Northriver IT expanded into Alaska by working with the Kodiak Island Borough School District. Since that time Northriver IT has found success with several state and local entities (SLED) throughout Alaska including the migration of the City and Borough of Juneau to Microsoft 365. In September, Northriver IT opened its first local office in Juneau and is proud to have a local office!



Northriver IT will combine our experienced staff, strategic vendor relationships, and key subcontractor partners to ensure the project is completed successfully. An outline of our key relationships is featured below:

- 1. Northriver IT Staff. The resumes of our staff and their respective expertise are included in the appendix of our response.
- 2. Cambium Networks (wireless vendor). Our chosen vendor partner to provide the wireless backhaul and associated client Wi-Fi has certified the submitted design.
- 3. Frontera Consulting (subcontractor). Frontera specializes in outdoor, public Wi-Fi design and deployment. Frontera will have local resources present to manage and ensure the system is installed in accordance with their design. Please note Frontera has updated the design that was part of the comprehensive frequency study. \*See references in Appendix. Frontera Consulting Connecting Communities
- 4. LinkUp Alaska (subcontractor). This is the local tower and wireless contractor that will be responsible for the physical installation, placement, and *ongoing maintenance/upgrades* of the equipment. \*See references in Appendix. <u>LinkUp LLC - Pacific NW Telecom Construction</u>
- 5. Juneau School District. Through our partnership with the Juneau School District, career and technical education (CTE) students will gain hands-on experience by assembling masts, providing dock support, and ultimately gaining employment through this project. \*See project sample pictures in the Appendix.



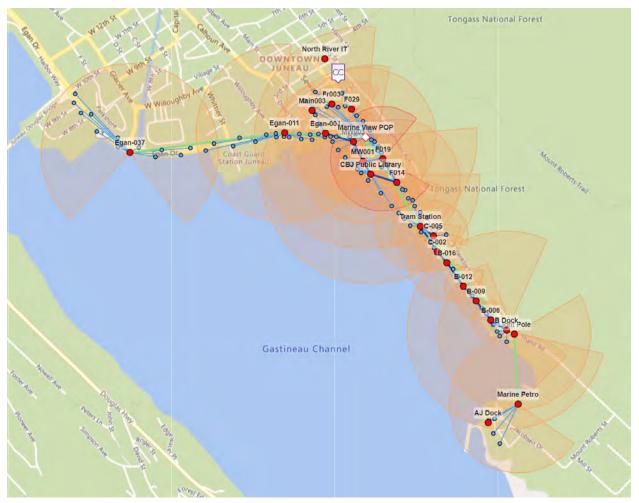
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## **Revised Design Overview:**

Pictured below is the overview of all wireless backhaul locations serving MIZ Zone A & B. The original comprehensive RF study was missing part of Zone B. The updated design now has Wi-Fi coverage throughout all of Zone A & B of the MIZ.





## Understanding & Methodology:

## Technology Solution Details:

- 1. The design relies on City Hall as the central demarcation point as ACS our chosen carrier was able to commit to a 60-day or less activation of Internet service. \*Thankfully the flexibility within the wireless mesh (self-healing) design will allow us to enter the mesh at any location. Upon award NRIT will work with CBJ to find the most desirable location where Internet service can be activated in a timely manner. Due to the possibility of a relocation of City Hall (New City Hall CBJ) NRIT will agree to a one-time, relocation of the demarcation to a mutually agreeable location between NRIT, CBJ, and ACS.
- 2. The Internet bandwidth and associated equipment are entirely separate from all city networks. There is **no dependency** on city networks for this solution to be successful.
- 3. With agreement from CBJ City Hall will house the key uninterruptable power supplies (UPS), Internet gateway devices (firewalls), filtering appliances, and core network. \*This can be adjusted to a mutually agreeable location as stated above.
- 4. It is believed CBJ has roof access rights at the Marine Way building. The updated design relies on this location as a wireless distribution center hub location. If facilities allow and ACS can deliver the same service into Marine Way, it is possible to use this as the demarcation point. Alternatively, IF Marine Way roof access rights are not available the library can still be used. The fiber Internet activation may not be guaranteed in 60 days.
- 5. Following review with AEL&P none of the proposed light poles are owned by AEL&P. NRIT has agreement to use poles from AEL&P if poles owned by AEL&P become a requirement.
- 6. Based on cruise ship numbers and expected usage, the service is expected to guarantee a minimum of 500Kbps 1Mbps of bandwidth per client under **peak load**. Per the FCC bandwidth table this is adequate for general Internet access as requested by CBJ (Broadband Speed Guide | Federal Communications Commission). System backhaul latency is 1-3ms. Under normal operating conditions the end-user will consistently fall under the desired maximum of 70ms of latency.



- 7. Our solution design has a clear, immediate path to add 10Gbps of aggregate bandwidth. This is done by activating an additional circuit with our provider ACS. This would be an additional cost of \$10,000/month.
- Wireless equipment on poles will be powered from a box manufactured by Solis. The Solis box taps into the respective light poles and for key distribution nodes includes a **built-in** uninterruptable power supply (UPS).
- **9.** ALL wireless backhaul will be via Cambium Networks cnWave 60GHz, with self-healing capabilities and redundancy built throughout the design.
- 10.Outdoor Wi-Fi Access Points include a software-defined radio that can be deployed using a mix of 2.4GHz, dual 5GHz and the capability of 6GHz (6E). Our reporting and analytics can determine the amount of 6GHz (6E) capable clients to assist in the best use of spectrum.
- 11. Filtering is a consideration throughout the entire solution; every access point can filter OSI layers 3 through 7. Our chosen Internet filtering method is DNSFilter installed on an appliance at the gateway, DNSFilter specializes in public Wi-Fi filtering (From 4G to 5G: Security Concerns and Public Wi-Fi | DNSFilter) and is in production at Juneau School District. This service enables category filtering, reporting, and allows NRIT to place a local DNS appliance for the most efficient DNS query response times. Solutions lacking local DNS at the expected density will result in unnecessary latency and slower response times. The redundant firewalls installed in high availability can provide full traffic visibility, shaping, and maximize the end-user experience.
- 12. The service will exit redundant Internet gateway devices dedicated for this purpose. Installed in high availability (HA) the devices are rated for 39Gbps throughput to provide scalability. The Fortinet devices support 11 million concurrent TCP sessions and 400,000 new sessions/second.
- 13. SignalRoam is industry-proven for automatic cellular handover/offload (aka. PassPoint / HotSpot 2.0) that is seamlessly integrated into Cambium Networks equipment and included with our solution. All compatible cellular carriers will be supported for cellular offload. Based on the data provided in the comprehensive RF study regarding end-user device types, we expect greater than 75% of all visitors in the MIZ to connect automatically without any end-user configuration on their personal devices. More information: <u>SignalRoam</u>.

#### Understanding & Methodology:



- 14.ALL proposed equipment uses industry standard protocols and meets the latest security standards. Each piece of equipment will be managed from a centralized cloud portal and the ability to manage firmware/software upgrades and configuration changes throughout the entire system.
- 15.NRIT will retain ownership of the equipment and be responsible for **all** maintenance (physical and virtual), installation, and repair of the system. This is a complete solution.
- 16.As outlined in the appendix the management solution (cnMaestro X) possesses the software utilities to administer and manage user sessions, as well as the ability to manage captive portal pages. This platform can set connection time limits and will assist in maintaining network use integrity.
- 17. The network management capabilities include the ability to anonymously track, monitor, and analyze system performance. These metrics will drive system improvement.
- 18. The system can accommodate network scheduling based on the requirements of CBJ.
- **19.**Upon agreement from CBJ NRIT will provide Wi-Fi signage that is like "No Parking" signs affixed to light poles as approved to CBJ.
- **20.** Business Personal Property (BPP). The City and Borough of Juneau will be responsible for any assessed or required Business Personal Property tax.
- **21.** Pricing is presented annually and all-inclusive of equipment, filtering, support, bandwidth, and installation services.
- 22. Each year the price will increase no more than 3% until contract termination.

### **Operational Plan:**

- The local NRIT office at 302 Gold Street will be the headquarters location for the installation of the solution. This downtown location is where all equipment will be staged and provisioned before being sent into the field.
- 2. Our local office will be set up with assembly stations including the hardware and masts to pre-assemble prior to installation on the designated roof or light pole. \*Pictures of similar projects in the appendix.



- 3. Our local project manager will be responsible for coordinating and directing all resources in and subcontractors to complete their respective tasks and scope of work as outlined in the technology solution.
- 4. Frontera Consulting has extensive project management and implementation experience as outlined in the experience qualifications section. Frontera will work in conjunction with our local project manager and other local resources to ensure success throughout the project.
- **5.** The solution timeline includes *pre-cruise* αctivation and stress testing to ensure real-world information is available in advance of the 2025 cruise ship season!
- 6. Wi-Fi Coaches. To ensure public success NRIT will rely on multiple "Wi-Fi Coaches" to be on the ground assisting the public in the first year of the deployment. This will ensure that residents and visitors have a seamless experience and allow NRIT to be hyper-proactive to any identified or known issues captured in real-time from experiences "on the ground". To provide community involvement and real-world experience, NRIT is excited to partner and deliver this valuable experience, with Juneau School District (JSD) students as an internship/learning/employment opportunity. JSD has been a network managed services customer of NRIT for over 5 years, and we are excited to offer this unique asset to the proposal that we feel will be a pillar of the success in the post deployments such as the Extreme Networks NFL end user experience. We plan to model this experience after the stadiums because of the high density and end user technical capabilities. If you would like to know more about what a Wi-Fi coach is and what do they do, please see the appendix.

## **Management Plan**

- NRIT will comply with all applicable Federal, State, and City laws.
- Below is an organization chart illustrating the authority and relationship between our project manager, internal resources, and associated subcontractor partners. The resources will be managed through our Professional Services Automation platform known as ConnectWise Manage. This management platform promotes accountability by including all phases, deliverables, and detailed tracking of associated work. NRIT will meet with CBJ on a

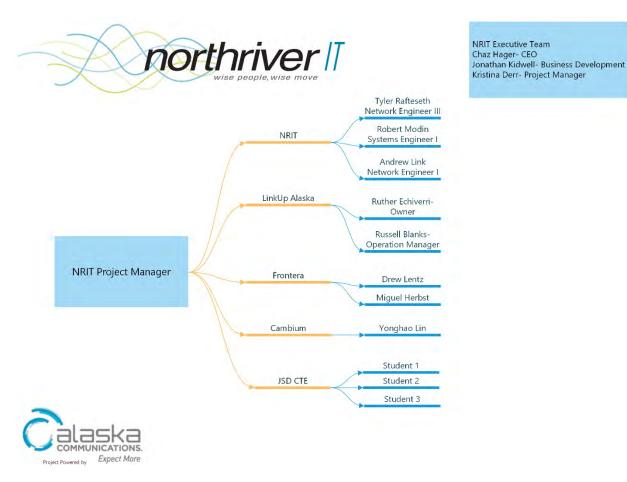


continuous cadence throughout the project to confirm timelines and ability to meet the deliverables within the desired timeline.

- The structure of our organization is specifically designed to install and support managed network services as required by this project. NRIT runs a world-class service desk consistently tracking customer satisfaction (live reviews listed on our website) combined with dedicated, certified, and experienced network engineers and project management.
- From staff additions in 2024 NRIT is properly equipped to install and support this project.
- Having experience with various SLED entities, NRIT understands the importance of staying within budget. For this reason, NRIT has elected to provide a simple, annual payment structure that is all-inclusive to the number of locations identified in our coverage maps.
- NRIT emphasizes the importance of on-site, local project management to mitigate contractual disputes. This approach involves proactive communication and real-time feedback through their project management platform, ConnectWise Manage. This platform promotes accountability by including all phases, deliverables, and tracking of associated work. NRIT plans to meet with the City and Borough of Juneau (CBJ) continuously throughout the project to confirm timelines and ensure deliverables are met within the desired timeframe.



**Organizational Chart** 



• The organizational chart includes our experienced NRIT staff and experienced partners on this project.

- Kristina Derr, our project manager, will have complete decision-making authority (except scope changes impacting budget) and be accountable for the completion of the work.
   Kristina Derr will be a dedicated resource to CBJ throughout the duration of the project. Any scope changes impacting on the budget will require signing off from Chaz Hager, CEO.
- Frontera Consulting will play a crucial role in the management and training of staff throughout the project. Please refer to the experience of Miguel Herbst the Frontera project manager.



### **Project WBS**

- Our work strategy is outlined below, followed by our proposed project schedule.
- Equipment details are highlighted in the technology solution details and appendix.

#### Work Breakdown Structure

#### 1. Project Initiation

- 1.1 Project Kickoff Meeting
- 1.2 Stakeholder Identification
- 1.3 Approval of Project Charter

#### 2. Planning

- 2.1 Review Scope of Work with CBJ
- 2.2 Validate Project Plan
- 2.3 Resource Allocation
- 2.4 Risk Management Planning
- 2.5 Communication Plan Development

#### 3. Execution

- 3.1 Procurement of Equipment and Materials
- 3.2 Shipping and receiving
- 3.3 Collaboration with Partners
  - o 3.3.1 Coordination with Cambium Networks
  - o 3.3.2 Coordination with Frontera Consulting
  - o 3.3.3 Coordination with LinkUp Alaska
  - o 3.3.4 Coordination with Juneau School District
- 3.4 Installation of Wireless Backhaul and Associated Access Points
  - 3.4.1 Final Site Survey and Preparation
  - o 3.4.2 Installation of Wi-Fi Access Points
  - o 3.4.3 Configuration of Network Equipment
- 3.5 Deployment of Wi-Fi Coaches
  - o 3.5.1 Training of Wi-Fi Coaches
  - o 3.5.2 On-site Assistance for Residents and Visitors
- 4. Monitoring and Controlling

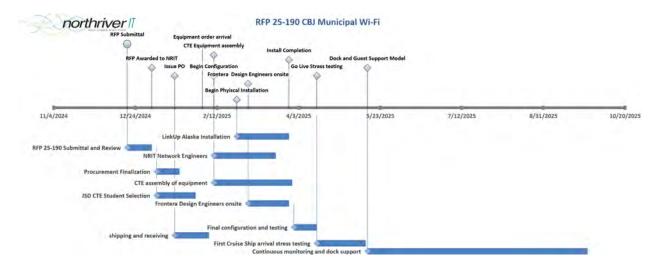


- 4.1 Performance Monitoring
- 4.2 Quality Assurance
- 4.3 Issue and Risk Management
- 4.4 Reporting and Documentation

#### 5. Project Closure

- 5.1 Final Inspection and Testing
- 5.2 Acceptance from CBJ
- 5.3 Project Review and Lessons Learned
- 5.4 Project Closure Report

### **Project Schedule**



### Support

With a local office in Juneau, AK and headquarters in Bismarck, ND Northriver IT will provide administrative and support services both during and before normal CBJ work hours. Northriver IT will provide 24-hour assistance for troubleshoot outages, and other network service issues via an escalation path established for CBJ. Please note our references for significant documented experience with mid-to-large organizations providing similar technology upgrades and implementations and meeting or exceeding contractual performance.



## **Experience & Qualifications**

NRIT has assembled the most qualified resources for the successful completion of this project. Each resource and partner were intentionally chosen due to their past performance, related project experience, and proven track record with NRIT. To demonstrate our complimentary efforts mutual projects are listed before individual references. Separately, each resume articulates individual experience and qualifications to be assigned to this project. Our combined experience illustrates significant documented experience with mid-to-large organizations providing similar technology upgrades and implementations. This experience also proves a satisfactory record of meeting or exceeding satisfactory contractual performance.

Here is a list of projects we have partnered on:

- 1. NRIT and Cambium Networks at Juneau School District.
- 2. NRIT and LinkUp Alaska at Juneau School District.
- 3. NRIT joined Frontera on-site during the comprehensive RF study in Juneau.
- 4. Cambium Networks and Frontera for the City of McAllen, TX.

Next to each reference are listed the most relevant projects of similar size and complexity. Please note Frontera Consulting will carry the burden of organizing the wireless deployment and ensuring the success of the design. As a result, for a reference to their approach to previous projects please see pages four – six of the previous MIZ RF study report. Reference here: <u>Contract No. 24-370 Radio Frequency Analysis Study - Final report.pdf</u>.

Resumes for personnel are included in the Appendix.



### Northriver IT:

City and Borough of Juneau: Migration and implementation of Microsoft 365 from premises Exchange to Microsoft 365 GCC. Integrate legacy Active Directory with Microsoft Entra and incorporate InTune Device Management.

Chris Murray

CBJ IT Director

chris.murray@juneau.gov

907-957-2245

Matanuska Susitna Borough School District: Co-manage network of ~1,600 wireless access points and ~600 network switches. Supporting 20,000 daily users.

Justin Michaud

Senior Program Manager, IT

justin.michaud@matsuk12.us

907-317-2721

Juneau School District: Managed service of ~400 wireless access points and ~225 network switches. Supporting 5,000 daily users.

Dylan Jobsis IT Officer dylan.jobsis@juneauschools.org 907-957-1772

### Cambium Networks:

- 1. City of San Jose, CA: City of San José Launches Downtown Public Wi-Fi
- 2. City of McAllen, TX: McAllen, Texas Launches Public Wi-Fi
- 3. City of Aurora, CO: Municipal Network in Aurora, CO



### Frontera Consulting:

City of McAllen WiFi Deployment: Performed the design, configuration, and implementation to install over 900 access points and subscriber modules combined with 24 base stations in under 60 days!

Contact: Robert Acosta Director of Information Technology racosta@mcallen.net 956-681-1115

City of Pharr WiFi and Video Surveillance for City Parks Jose J. Pena IT & Media Director jose.pena@pharr-tx.gov 956-402-4900

City of Pharr / PSJA School District Jose J. Pena IT & Media Director jose.pena@pharr-tx.gov 956-402-4900

### LinkUp Alaska

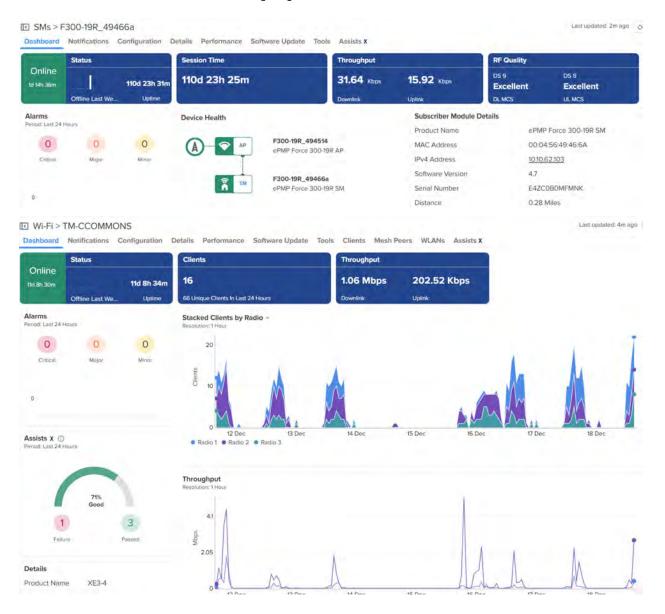
Bartlett Regional Hospital IT James Banda 907-209-7510 jbanda@bartletthospital.org

Juneau School District Maintenance Mark Ibias 907-321-2251



### **Reporting Requirements:**

- Reporting will be derived from a combination of FortiCloud (Internet gateway), cnMaestro X the cloud management for the Cambium Networks equipment, and DNSFilter.
- The client behavior including signal strength measurements and other data is defined in the reporting section of cnMaestro X. The Appendix contains a datasheet of cnMaestro X and below is a basic visual sampling of the data that is derived from the dashboard.



Experience & Qualifications



## **Price Proposal:**

This is a full-service solution based on the requirements of CBJ and as a result the pricing is presented as a complete solution instead of a part-number, line-item quote. To ease CBJ in possible scope changes NRIT can provide a per-location number. The current design for desired coverage relies on 102 individual pole locations. In the event CBJ determines they must own the equipment (not indicated in the RFP) NRIT can provide an alternative buyout during contract negotiations.

NRIT understands that funding must be allocated annually and has presented an annual payment schedule for renewals in subsequent years matching the term of the five (5) year contract. Each year represents an annual 3% increase.

Year 1: \$749,000.00 Year 2: \$771,470.00 Year 3: \$794,614.10 Year 4: \$818,452.52 Year 5: \$843,006.10



## **Appendix:**

- 1. Personnel Resumes.
- 2. Manufacturer datasheets.
  - a. FortiGate 200G.
  - b. Cambium Networks V2000/V3000/V5000 and XE3-4TN.
  - c. DNSFilter.
  - d. SignalRoam.
  - e. Solis LPT 148 and UPS 12090.
- 3. Definition of a Wi-Fi Coach.
- A Wi-Fi Coach is an individual that assists passengers and residents with the accessibility, usability, and reliability of the city's large scale high-density wireless network.
- Enhance the passenger and resident experience! It is incredibly important to the city, cruise lines, and NRIT, that a visitor off ship experience is positively memorable in every way - and network connectivity is key to ensuring this experience. A high-density cruise port could have the largest, fastest network with the best applications, but support does not matter if the guests or visitors don't know about it, why it exists, and how to connect to it.
- Wi-Fi Coaches not only help promote and communicate the availability of the Wi-Fi network, but they also assist passengers and residents when connecting mobile devices to the Wi-Fi Network especially If they are not connected automatically with SignalRoam.
- Wi-Fi Coaches are up to speed on the latest OS software bug and feature enhancements that are related to Wi-Fi connectivity concerns
- Wi-Fi Coaches can troubleshoot and diagnose client problems and will communicate any unresolved issues to the NRIT network management team
- 4. Photos of past installations.

# **Chaz Hager**

Passionate leader of managed services provider that focuses on secure and reliable network connectivity.

#### Experience

#### January 2007 - PRESENT

#### **CEO**/Northriver IT

- Hands on leader of Managed Services Provider that specializes in installing, configuring, and managing client networks.
- The team is responsible for thousands of network devices including switches, wireless access points, backhaul, firewalls, and associated connected services.
- Leads team of fifteen individuals that provide world-class service to customers spread from Virginia to Alaska each day
- Supporting thousands of end-users and network devices across a customer base of over thirty different, diverse organizations
- Consistently achieving double-digit percentage growth year-over-year for the past five years

#### Education

December 2008

#### Master of Business Administration/University of Mary, Bismarck, ND

#### Certificates

MCSA 70-346: Managing Office 365 Identities

\*CCNA Completed Coursework

# Jonathan Kidwell

Experienced Senior Sales Director with a demonstrated history of working in the networking, security and wireless industry. Strong sales professional skilled in Enterprise Risk Management, Sales, Wireless, Data Center, and Software as a Service (SaaS). Specific skills in both State & Local Government Sales environments as well as Education.

#### Experience

December 2023 - PRESENT

Dir of Business Development / North River IT

Oversee Sales Strategy – Marketing – Business Outreach & Development

August 2019 – December 2023

#### Sr Director of Enterprise Sales North America / Cambium Networks

- Lead North America sales teams for All Cambium Wi-Fi and Switching Portfolios
- Lead the SLED Vertical Go to Market for North America

November 2004 - July 2019

Dir Educational Sales & Solutions / Extreme Networks

Lead State & Local and Educational Sales for United States

#### Education

2004

Master of Business Administration / Wayland Baptist University

1997

Bachelor Computer Science / Campbellsville University

- Cambium cnMatrix Switches Fundamentals Certified
- Cambium Enterprise Wi-Fi Fundamentals Certified
- Cambium cnMaestro Essentials Certified
- Extreme Networks Professional Sales Certification

# **Kristina Derr**

Professional Project manager who focuses on planning, executing and overseeing projects to ensure they are completed on time, within budget, and to a high quality of standards.

#### Experience

#### September 2024- Present

#### Project Manager/ Northriver IT

- Managing accounts for medium to large clients, ranging from construction companies to school districts.
- Highly organized, timeline and budget driven decision maker.
- Highly effective communicative team lead, facilitating problem solving, increased efficiency and higher morale among team members.

#### September 2015- August 2024

#### Information Technology Officer / Juneau School District

- Oversee employees on implementation and maintenance of IT infrastructure, coordinated with various departments to meet their technological needs.
- Co-Managed JSD school consolidation and restructuring.
- Ensuring security and efficiency of IT systems.
- Managed a team of 12 internal IT staff

#### User Support Lead- 08/2018-04/2022

- Coordinated and managed IT User Support for all departments and schools.
- Managed all summer IT site maintenance and upgrade projects.
- Managed Infrastructure and wireless upgrade with NRIT summer 2019
- Successfully planned and implemented 1:1 program during COVID.

#### User Support Technician- 09/2015-08/2018

#### April 2010- February 2015

#### Station Supervisor / Alaska Airlines Juneau Station

- Managed airline operations, customer service, and cargo.
- Schedules for all union employees.
- Participated in airport emergency safety board.

# <u>Certificates</u>

CompTIA A+

\*CompTIA Project + Completed Coursework

\*ITIL V4 Completed Coursework

# **Tyler Rafteseth**

#### Experience

September 2017 - PRESENT

#### Network Engineer III/Northriver IT

- Installed, configured, and supported hundreds of Extreme Networks switches, wireless access points, and support/configuration of Extreme Management Center.
- Installed, configured, and supported hundreds of Cambium Networks switches, access points, and support/configuration of cnMaestro Cloud. *Direct engagement with Cambium developers and engineers on code improvements and releases.*
- Installed, configured, and supported hundreds of Fortinet firewalls. Includes integration of FortiCloud.
- Installed, configured, and supported hundreds of Cisco firewalls (FTD), switches, and wireless access points. Includes support of Firepower Management Center.

#### 2015 - 2016

#### Tech Support I/TMI Communications

- Managed PBX Systems of Hotels Nationwide.
- On-site install of PBX/routers/switches
- Documented All Work Progress, Findings, and Results of all tickets.

#### Education

#### May 2015

#### Associate's in Information and Communication Technology/North Dakota State

#### **College of Science**

- Extreme Certified Network Associate
- Extreme Control Certified
- Extreme Wireless Cloud Certified
- Extreme Wireless Core Certified
- Extreme Campus Fabric Certified
- Extreme Wireless/Site Engine/Installation/Switching/Control Certified
- Cambium Certified Security and SD-WAN Fundamentals
- Cambium cnMaestro X Advanced Certified
- Cambium cnMaestro X Fundamentals Certified
- Cambium cnMatrix Switches Fundamentals Certified
- Cambium Enterprise Wi-Fi Fundamentals Certified
- Cambium cnMaestro X Certified Administrator
- Cambium cnMaestro Essentials Certified

# **Andrew Link**

#### Experience

#### May 2022 - PRESENT

#### Network Engineer I/Northriver IT

- Installed, configured, and supported hundreds of Extreme Networks switches, wireless access points, and support/configuration of Extreme Management Center.
- Installed, configured, and supported hundreds of Cambium Networks switches, access points, and support/configuration of cnMaestro Cloud. *Direct engagement with Cambium developers and engineers on code improvements and releases.*
- Installed, configured, and supported hundreds of Fortinet firewalls. Includes integration of FortiCloud.

#### August 2021 – April 2022

#### Help Desk Agent/Dynamic Campus

- Assisted staff and administration with desktop support
- Password resets and computer management through AD and SCCM
- Shadowed lead network engineer and assisted with basic networking support.

#### Education

May 2025

#### Bachelors in Cybersecurity Administration/University of Mary

- Extreme Certified Network Associate
- Extreme Control Certified
- Extreme Wireless Cloud Certified
- Extreme Wireless Core Certified
- Extreme Campus Fabric Certified
- Extreme Wireless/Site Engine/Installation/Switching/Control Certified
- Cambium XMS-Cloud Administrator Certified
- Cambium cnMatrix Switches Fundamentals Certified
- Cambium Enterprise Wi-Fi Fundamentals Certified
- Cambium cnMaestro X Certified Administrator
- Cambium cnMaestro Essentials Certified

# **Robert Modin**

#### Experience

#### May 2022 - PRESENT

#### Systems Engineer I/Northriver IT

- Installed, configured, and supported hundreds of Cambium Networks switches, access points, and support/configuration of cnMaestro Cloud.
- Installed, configured, and supported Cisco FTD firewalls and Firepower Management Center.
- Installed, configured, and supported DNSFilter for several customers across thousands of devices.
- Installed, configured, and supported Microsoft 365 Entra, InTune, and the rest of the M365 ecosystem for thousands of users across several customers.

#### October 2021 – April 2022

#### Computer Operator Tech/State of North Dakota

- Assisted staff and administration with desktop support.
- Monitor active jobs on mainframe.
- Complete backups for multiple systems.
- Answer help desk support calls.

#### Education

#### August 2023

#### Bachelors of Cybersecurity and Information Technology/Bismarck State College

- Microsoft 365 Certified: Administrator Expert
- Fortinet NSE 3

# Miguel Herbst

Phone 956-821-2194 E-mail: <u>mherbst01@gmail.com</u>

I have over twenty-five years of experience in technical/network design, deployment and support. I am a CBRS Certified Professional Installer (CPI) and specialize in providing end-to-end solutions, from consultation, technical design, implementation, and continuous support for data networks across diverse platforms.

### Skills:

- Proficient in designing, configuring, and managing data networks on various platforms.
- Excellent communication skills, enabling effective collaboration with individuals from diverse backgrounds.
- Extensive knowledge of hardware and software configuration and troubleshooting.
- Bilingual in English and Spanish, with proficiency in reading, writing, and speaking.
- Extensive experience in interfacing with Government and Law Enforcement Agencies such as DEA, ICE, DHS, SJPD, LFPD, etc.
- Expertise in multiple broadband wireless platforms and equipment.
- Extensive knowledge of IP cameras and NVR platforms.
- Skilled in designing and implementing user-specific network configurations using equipment from various vendors, including Cisco, Mikrotik, HP, Cambium, and Ubiquiti.
- Extensive knowledge of Windows Server (2008/2008R2/2012/2019), Active Directory, Group Policy, Domain Controllers, DHCP Servers, File Servers, VMWare, and Hyper-V.

### **Experience:**

#### Frontera Consulting Group - McAllen, TX (2018 - Present)

COO / Solutions Engineer

**Recent Projects Overview:** 

#### August 2023: NACISD PLTE Deployment

Designed and installed a Proof of Concept Private LTE solution to facilitate connectivity to students.

#### • July 2023: Edwards Vacuum PLTE Deployment

Designed and installed a Private LTE solution to facilitate video surveillance within the company parking lot.

#### • January 2023: PTP Tower Deployment

Oversaw the permitting, engineering, and construction of a 90ft self-supporting tower to facilitate cross-border Point-to-Point wireless backhaul.

#### • July 2022: Plainview ISD PTP

Designed a Wireless Point-to-Point solution, including a 120 ft tower installation, to facilitate end-to-end connectivity for a PLTE solution.

#### December 2021 - 2023: MEAA WiFi / PLTE Deployment

Surveyed and upgraded WiFi infrastructure for autonomous vehicle driving in an R&D setting, deploying a Private LTE system to expand coverage and improve connectivity.

#### • August 2021 - 2022: Bungalows on Shary WiFi Deployment

Oversaw the design, procurement, and deployment of a fiber and WiFi network for a boutique-style residential hotel, providing reliable high-speed WiFi coverage throughout the campus.

#### • July 2021: ABC Inc 60Ghz Parking Lot Deployment

Deployed a 60 GHz fixed wireless and outdoor WiFi network in a distribution center trucking yard environment, facilitating vehicle tracking and potential autonomous vehicle deployment.

#### • February 2021: McAllen CBRS Traffic Deployment

Designed and configured CBRS connectivity for 97 traffic intersections in McAllen, improving traffic light control and reducing operational costs.

#### July 2020: McAllen CBRS Deployment

Managed the deployment of a community-wide fixed wireless broadband and outdoor WiFi access network, leveraging CBRS Spectrum to provide internet access during the COVID pandemic.

#### • February 2020: Sugarland PtMP & PTP Deployment

Led the design and deployment of a citywide backhaul infrastructure upgrade and Point-to-MultiPoint network relocation, improving connectivity for 22 intersections and completing the city's wireless backhaul ring.

#### • December 2019: City of Pharr Parks PtMP

Designed, configured, and oversaw the deployment of a citywide Point-to-Multipoint network, providing WiFi, video surveillance, and emergency call-back system connectivity to city parks.

#### Rioplex Broadband - McAllen, TX (2003 - 2017)

#### Network Administrator

Managed a network spanning over 1000 square miles with 500+ wireless clients, overseeing design, implementation, and maintenance of the entire network infrastructure.

#### SatComHSI - McAllen, TX (2001 - 2003)

Lead Technician

Reported directly to the Company Owner and Network Administrator, developing a continuing education curriculum and maintaining the helpdesk ticketing system.

#### Acnet / Tiagris Corporation - McAllen, TX (1999-2001)

Technical Support Supervisor

Managed technical support operations, interfaced with various company departments, and maintained shift scheduling in accordance with company policies.

This revision aims to provide a clearer and more structured presentation of your skills and experience. Feel free to further customize based on your preferences and specific requirements.

### **Education:**

Diploma 1997-2001 McAllen Memorial High School McAllen, TX

References listed on next page.

# **References:**

Drew Lentz Senior Solutions Architect @ Eero 956-607-5850 <u>drewlentz@gmail.com</u>

Art Adams Chief Information Officer at Gila Corporation 956-458-4653 artadams@gmail.com

Jason Aaberg Senior Systems Engineer @ SP Plus 956-648-1737 jaaberg@spplus.com

# **Drew Lentz**

McAllen, TX 78503 | 956-607-5850 | drew@drewlentz.com

LinkedIn Profile

# **Executive Wireless Solutions Leader**

# Driving Community Infrastructure, Bridging the Digital Divide, and Leading Wireless Innovation

Visionary wireless strategist and business leader with 20+ years of experience across global technology firms including **Cisco**, **Meta**, and **Comcast**, as well as founding and leading **Frontera Consulting**. Expert in designing and implementing large-scale connectivity solutions for enterprises, municipalities, school districts, and underserved regions. Proven ability to deliver measurable outcomes through scalable, cost-effective wireless infrastructure.

# **Professional Experience**

Co-Founder and Wireless Solutions Architect | Frontera Consulting | McAllen, TX | 2009 – Present

• Community Infrastructure: Led the deployment of citywide wireless solutions, including a 1,000+ access point CBRS network in McAllen, Texas, completed within 60 days to expand public broadband access.

• Bridging the Digital Divide: Partnered with municipalities and school districts to deliver high-speed internet for remote learning, enhancing access for thousands of students and families.

• Technology Leadership: Collaborated with leading technology manufacturers to implement customized connectivity solutions for education, public safety, and enterprise clients.

• Award-Winning Solutions: Projects have received national recognition for innovation in connectivity and for serving as a replicable model for other communities.

• Thought Leadership: Actively engaged in speaking at industry events, webinars, and forums to share insights on community infrastructure development and the future of wireless communications.

Key Achievements:

• Deployed 1,000 Wi-Fi/CBRS access points citywide in record time to address critical public connectivity needs.

• Enabled remote learning initiatives through robust connectivity solutions during the COVID-19 pandemic.

• Drove business growth by expanding Frontera Consulting's reputation as a trusted wireless solutions partner for enterprises and municipalities.

#### Wireless Engineering Product Manager | Cisco | Jan 2023 – Apr 2024

• Led product roadmap for enterprise wireless solutions across Catalyst and Meraki platforms.

• Enhanced connectivity infrastructure for large public venues, enterprises, and smart cities globally.

• Delivered customer-centric solutions via strategic partnerships and industry engagements.

#### Connectivity Ecosystems Engineer | Meta | Jan 2021 – Jan 2023

• Expanded connectivity access for underserved regions using OpenWiFi and OpenRoaming technologies.

• Achieved 1500% YoY growth by scaling partnerships with Tier-1 operators and global enterprises.

• Championed large-scale trials of Wi-Fi 6E and next-gen wireless tech for public infrastructure.

#### Senior Wireless Solutions Architect | Comcast Business | Jul 2018 – Dec 2021

• Designed and deployed multi-million-dollar wireless solutions for theme parks, public safety networks, and Fortune 100 enterprises.

• Spearheaded initiatives that enhanced connectivity for smart cities, education, and hospitality sectors.

Certifications

Cisco CCNA | CWNP CWNA | Aruba ACMP | Ekahau | Cambium | LTE Alliance

# The Bottom Line

As the co-founder of Frontera Consulting and a wireless technology leader with experience at Cisco, Meta, and Comcast, I specialize in transforming community infrastructure and deploying scalable connectivity solutions. My expertise drives innovation and measurable outcomes for municipalities, school districts, enterprises, and underserved regions.

# Victoria Elizabeth De La Cerda Salazar

victoriaelizabethdelacerda@gmail.com | (956) 325-6624

Experienced project manager with a background in network infrastructure, IT support, and software development. Proven success in managing and deploying technology solutions for both commercial and community-based projects.

#### **JOB & INTERNSHIP EXPERIENCE**

Frontera Consulting LLC | Network Support Specialist & Project Assistant

July 2020 - October 2020: McAllen, TX City CBRS Deployment

- Managed and Participated in the McAllen Free WiFi initiative. I was the Team Lead for the group responsible for building and configuring the CBRS equipment. I was in charge of inventory, task delegation, timeline management and team management.
- Aided in the configuration and deployment of equipment throughout the city during the COVID pandemic to offer free WiFi for the community.

#### • WiFiStand LLC | General Manager & Customer Service Lead

October 2019 - Present

- Management and distribution of products worldwide through Shopify online store.
- I'm responsible for management and distribution of products worldwide through the online store as well as customer service and sales. I'm also responsible for finance and office management of the company. The devices that we sell are WiFiStand AP deployment brackets and specialized kits for rapid temporary WiFi deployment.

#### • Expanding Frontiers | Software Developer

February 2022 - June 2023

- Worked with a software development team with the goal to streamline and improve the organization's international online competitions, specifically establishing software integrated with the communications programs.
- Created software programs integrated to the app Discord where the organization's international competitions took place. The software facilitated the categorization of communications channels and set parameters to avoid misconduct during the competitions.

#### • Space Coders Program by Expanding Frontiers | Software Developer

October 2021 - January 2022

- I was part of a software development team that takes on project challenges with the goal to strengthen our programming and teamwork skills. The programming challenges vary from machine learning based, web development, specialized software, etc.
- PSJA ISD Management Information Systems Department | IT Assistant intern February 2019 - May 2019
  - I worked with many different departments within this internship like the cybersecurity of the school district, maintenance and installation of devices, and IT desk help for students and staff of the PSJA school district.

#### **EDUCATION**

- South Texas College | Graduated 2020
  - Associate's degree in Mathematics
  - Internet and Computer Specialist Certification
- The University of Texas at Rio Grande Valley | Graduated 2022
  - Bachelor's degree in Computer Science, Cum Laude

### CERTIFICATIONS

- CompTIA IT Fundamentals Certified.
- CompTIA A+ ce Certified.
- Microsoft Technology Associate- Windows Operating Systems Fundamentals Certified.
- Microsoft Technology Associate Network Fundamentals Certified.
- Google Technical Support Fundamentals Certified.

#### HONORS AND AWARDS

- 2018 AP Scholar with Honor.
- 2019 Hispanic Scholarship Fund Scholar.
- 2019 National Hispanic Recognition Program College Board Award. –Granted to Hispanic students with a high percentile on the PSAT/NMSQT.

#### SKILLS

- **Project Management:** Team leadership, task delegation, inventory management, resource planning.
- **Network Infrastructure:** AP deployment, network design, troubleshooting, and configuration.
- **Technical Proficiencies**: C++, Python, Assembly, Linux-based systems, Microsoft Office Suite.
- **Bilingual**: Fluent in English and Spanish.

# **Ruther Echiverri**

#### OWNER/TELECOM CONSTRUCTION TECHNICIAN

#### EDUCATION

Centralia Community College Centralia, WA Associates in Technical Arts Electronic Technology

#### REFERENCES

Available upon request

#### CERTIFICATIONS

BICSI RCDD - Registered Communication Distribution Designer BICSI Technician Journeyman Telecom Inside and Outside Construction

#### FUNCTIONAL SKILLS

Structured Cabling - Catx/Coax/Fiber Copper and Fiber Splicing Underground and Line Construction Familiar and Knows how to use various Test Equipment -OTDR, Fluke Catx/Coax/Fiber Tester

#### EXPERIENCE

April 2004 to February 2018 IBEW Telephone Inside and Outside Construction • Juneau, AK

February 2018 to Present Owner/CEO/Installer • Linkup Alaska

### RUSSELL BLANKS

907 617 - 1039 | RUSSELL.BLANKS@LINKUPALASKALLC.COM

#### **OPERATIONS MANAGER**

Entrepreneurially-minded project driver building synergy between stakeholders to keep deadlines, scope, and budget on target

#### VALUE OFFERED:

- Customer cultivator who collaboratively works with clients to determine project needs (articulated / unarticulated), manages
  details from inception to close-out, and maintains scope to stay within expectations and deliverables.
- Contains material and personnel costs to keep project P&Ls on target; communicates deviances immediately to clients to ensure transparency and to facilitate customer decision-making.
- Compliance-driven project manager who navigates through difficult site terrain, expensive and complicated logistics, and multiagency regulatory oversight to meet all applicable guidelines, rules, and laws.
- ✓ Timeline-focused deadline coordinator who accurately forecasts milestones for projects to provide achievable targets.

Quality Assurance | Timeline / Deadline Management | Cost Reduction | Project P&Ls | Budget Tracking | Project Scope Management | Risk Assessments | Compliance | Mitigation Plans | Material Logistics | Vendor Management | Construction Starts | Process Improvements | Efficiencies | Contracts | Client Relations | Reporting / Updates | Troubleshooting | Change Orders | Financial Analysis | Planning | Zoning | Permitting | Site Development

#### **NOTABLE ACHIEVEMENTS:**

Eagle Ascend Award, MasTec Network Solutions (2016)

#### CONSTRUCTION / PROJECT MANAGEMENT EXPERIENCE

Linkup Alaska LLC Operations Manager 01/2023–Current

MasTec Network Solutions *Program Manager* 11/2017–12/2022 *Sr Project Manager*, 3/2016–11/2017

#### Construction Project Manager, 01/2014–03/2016

Progressively promoted based on construction project management acumen and ability to break projects down into detailed components. Complete 250 projects / year valued at \$18-20 million; transform project ideas provided by clients into executable designs and logistics that involve integration of new technology into system without causing disruptions. Create project frameworks and deadlines around contract details, then allocate staff and financial resources accordingly. Oversee 35 field technicians and 7 managers.

- Increased project margins 20% per project by hiring additional internal staff and eliminating use of sub-contractors.
- Won renewal of \$20 million client contract after stepping in to clean up documentation and ensure that close-outs were completed property which persuaded client to renew, based on company professionalism.
- Boosted company's core strengths by rehiring entire crew of construction managers to start with clean slate; recruited more competent personnel in order to fulfill rapidly rising project pipeline.
- Eliminated 50-project backlog by filling in staffing gaps and training new personnel on time management techniques which helped team achieve more efficient results.
- Restored client's faith in company work quality by repairing damaged relationship by reviewing historical issues and then concentrating that all milestones and deliverables were met.
- Captured 5% in material cost savings by ordering items in bulk; developed usage forecasts to determine overall purchasing power.

#### **ADDITIONAL BACKGROUND:**

Tower Operations, Alaska Power and Telephone – Ketchikan, AK (2005-2013)

#### EDUCATION

Colorado Technical University – Colorado Springs, CO Program coursework in Bachelor in Science in Networking and Communication Management



# FortiGate 200G Series



#### Highlights

#### Gartner® Magic

Quadrant<sup>™</sup> Leaders for both Network Firewalls and WAN Edge Infrastructure

**Secure Networking** with FortiOS for converged networking and security

State-of-the-art unparalleled performance with Fortinet's patented SPU and vSPU processors

Enterprise security with consolidated Al/ ML-powered FortiGuard services

**Deep visibility** into applications, users, and devices beyond traditional firewall techniques

#### Artificial Intelligence, Machine Learning Security with Deep Visibility

The FortiGate 200G series next-generation firewall (NGFW) combines artificial intelligence (AI)-powered security and machine learning (ML) to deliver threat protection at any scale. Get deeper visibility into your network and see applications, users, and devices before they become threats.

Powered by Fortinet ASIC technology, the 200G series delivers industry-leading threat detection capabilities, allowing for faster identification and mitigation of cyberthreats. Powered by a rich set of AI/ML security capabilities that extend into an integrated Security Fabric platform, the FortiGate 200G series delivers secure networking that is broad, deep, and automated. Secure your network end to end with advanced edge protection that includes web, content, and device security, while network segmentation and secure SD-WAN reduce complexity and risk in hybrid IT networks.

Universal zero-trust network access (ZTNA) automatically controls, verifies, and facilitates user access to applications, reducing lateral threats by providing access only to validated users. Ultra-fast threat protection and SSL inspection provides security at the edge you can see without impacting performance.

IPS	NGFW	Threat Protection	Interfaces
9 Gbps	7 Gbps	6 Gbps	Multiple GE RJ45, 5GE RJ45, 10GE SFP+ Slots, GE SFP Slots

### **Use Cases**

#### **Next Generation Firewall (NGFW)**

- FortiGuard Labs' suite of AI-Powered Security Services, natively integrated with your NGFW, secures web, content, and devices and protects networks from ransomware, malware, zero days, and sophisticated AI-powered cyberattacks
- Real-time SSL inspection (including TLS 1.3) provides full visibility into users, devices, and applications across the attack surface
- Fortinet's patented SPU technology provides industry-leading high-performance protection



- FortiGate WAN Edge powered by one OS and unified security and management framework and systems transforms and secures WANs
- Delivers superior quality of experience and effective security posture for hybrid working models, SD-Branch, and cloud-first WAN use cases
- Achieve operational efficiencies at any scale through automation, deep analytics, and selfhealing



#### Universal ZTNA

- Control access to applications no matter where the user is and no matter where the application is hosted for universal application of access policies
- Provide extensive authentications, checks, and enforce policy prior to granting application access every time
- Agent-based access with FortiClient or agentless access via proxy portal for guest or BYOD



#### Segmentation

- Dynamic segmentation adapts to any network topology to deliver true end-to-end security from the branch to the data center and across multi-cloud environments
- Ultra-scalable, low latency, VXLAN segmentation bridges physical and virtual domains with Layer 4 firewall rules
- Prevents lateral movement across the network with advanced, coordinated protection from FortiGuard Security Services, detects and prevents known, zero-day, and unknown attacks



# **FortiGuard AI-Powered Security Services**

FortiGuard AI-Powered Security Services is part of Fortinet's layered defense and tightly integrated into our FortiGate NGFWs and other products. Infused with the latest threat intelligence from FortiGuard Labs, these services protect organizations against modern attack vectors and threats, including zero-day and sophisticated AI-powered attacks.

#### Network and file security

Network and file security services protect against network and file-based threats. With over 18,000 signatures, our industry-leading intrusion prevention system (IPS) uses AI/ML models for deep packet/SSL inspection, detecting and blocking malicious content, and applying virtual patches for newly discovered vulnerabilities. Anti-malware protection defends against both known and unknown file-based threats, combining antivirus and sandboxing for multi-layered security. Application control improves security compliance and provides real-time visibility into applications and usage.

#### Web/DNS security

Web/DNS security services protect against DNS-based attacks, malicious URLs (including those in emails), and botnet communications. DNS filtering blocks the full spectrum of DNS-based attacks while URL filtering uses a database of over 300 million URLs to identify and block malicious links. Meanwhile, IP reputation and anti-botnet services guard against botnet activity and DDoS attacks. FortiGuard Labs blocks over 500 million malicious/phishing/ spam URLs weekly, and blocks 32,000 botnet command-and-control attempts every minute, demonstrating the robust protection offered through Fortinet.

#### SaaS and data security

SaaS and data security services cover key security needs for application use and data protection. This includes data loss prevention to ensure visibility, management, and protection (blocking exfiltration) of data in motion across networks, clouds, and users. Our inline cloud access security broker service protects data in motion, at rest, and in the cloud, enforcing compliance standards and managing account, user, and cloud app usage. Services also assess infrastructure, validate configurations, and highlight risks and vulnerabilities, including IoT device detection and vulnerability correlation.

#### Zero-Day threat prevention

Zero-day threat prevention is achieved through AI-powered inline malware prevention to analyze file content to identify and block unknown malware in real time, delivering sub-second protection across all NGFWs. The service also integrates the MITRE ATT&CK matrix to speed up investigations. Integrated into FortiGate NGFWs, the service provides comprehensive defense by blocking unknown threats, streamlining incident response, and reducing security overhead.

#### **OT** security

With over 1000 virtual patches, 1100+ OT applications, and 3300+ protocol rules, integrated OT security capabilities detect threats targeting OT infrastructure, perform vulnerability correlation, apply virtual patching, and utilize industry-specific protocol decoders for robust defense of OT environments and devices.



Available in



Appliance



Virtual



Hosted



Cloud



# **FortiOS Everywhere**

#### FortiOS, Fortinet's Real-Time Network Security Operating System

FortiOS is the operating system that powers Fortinet Security Fabric platform, enabling enforcement of security policies and holistic visibility across the entire attack surface. FortiOS provides a unified framework for managing and securing networks, cloud-based, hybrid, or a convergence of IT, OT, and IoT. FortiOS enables seamless and efficient interoperation across Fortinet products with consistent and consolidated AI-powered protection across today's hybrid environments.

Unlike traditional point solutions, Fortinet adopts a holistic approach to cybersecurity, aiming to reduce complexities, eliminate security silos, and improve operational efficiencies. By consolidating security functions into a single platform, FortiOS simplifies management, reduces costs, and enhances overall security posture. Together, FortiGate and FortiOS create intelligent, adaptive protection to help organizations reduce complexity, eliminate security silos, and optimize user experience.

By integration generative AI (GenAI), FortiOS further enhances the ability to analyze network traffic and threat intelligence, detects deviations or anomalies more effectively, and provides more precise remediation recommendations, ensuring minimum performance impact without compromising security.

Learn more about what's new in FortiOS. https://www.fortinet.com/products/fortigate/fortios



Intuitive easy to use view into the network and endpoint vulnerabilities

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Comprehensive view of network performance, security, and system status

# Fortinet ASICs: Unrivaled Security, Unprecedented Performance

#### Powered by the only purpose-built SPU

Traditional firewalls cannot protect against today's content and connection-based threats because they rely on off-the-shelf general-purpose central processing units (CPUs), leaving a dangerous security gap. Fortinet's custom SPUs deliver the power you need to radically increase speed, scale, and efficiency while greatly improving user experience and reducing footprint and power requirements. Fortinet's SPUs deliver up to 520 Gbps of protected throughput to detect emerging threats and block malicious content while ensuring your network security solution does not become a performance bottleneck.

Fortinet ASICs are designed to be energy-efficient, leading to lower power consumption and improved TCO. They deliver industry-leading throughput, handle more traffic and perform security inspections faster, reduce latency for quicker packet processing and minimize network delays.

Fortinet SPUs are designed with integrated security functions like zero trust, SSL, IPS, and VXLAN to name but a few, dramatically improving the performance of these functions that competitors traditionally implement in software.

#### Network processor NP7Lite

Fortinet's new, breakthrough SPU NP7Lite network processor works in line with FortiOS functions delivering:

- Superior firewall performance for IPv4/IPv6, SCTP, and multicast traffic with ultra-low latency
- VPN, CAPWAP, and IP tunnel acceleration
- Anomaly-based intrusion prevention, checksum offload, and packet defragmentation
- Traffic shaping and priority queuing

#### **Content processor CP10**

Content processors act as co-processors to offload resource-intensive processing of security functions. The tenth generation of the Fortinet Content Processor, the CP10, accelerates resource-intensive SSL (including TLS 1.3) decryption and security functions while delivering:

- Pattern matching acceleration and fast inspection of real-time traffic for application identification
- IPS pre-scan/pre-match, signature correlation offload, and accelerated antivirus processing

# FortiManager

#### Centralized management at scale for distributed enterprises

FortiManager, powered by FortiAl, is a centralized management solution for the Fortinet Security Fabric. It streamlines mass provisioning and policy management for FortiGate, FortiGate VM, cloud security, SD-WAN, SD-Branch, FortiSASE, and ZTNA in hybrid environments. Additionally, FortiManager provides real-time monitoring of the entire managed infrastructure and automates network operation workflows. Leveraging GenAl in FortiAl, it further enhances Day 0–1 configurations and provisioning, and Day N troubleshooting and maintenance, unlocking the full potential of the Fortinet Security Fabric and significantly boosting operational efficiency.



GenAl in FortiManager helps manage networks effortlessly—generates configuration and policy scripts, troubleshoots issues, and executes recommended actions.

### **FortiConverter Service**

#### Migration to FortiGate NGFW made easy

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The FortiConverter Service provides hassle-free migration to help organizations transition quickly and easily from a wide range of legacy firewalls to FortiGate NGFWs. The service eliminates errors and redundancy by employing best practices with advanced methodologies and automated processes. Organizations can accelerate their network protection with the latest FortiOS technology.

# **FortiCare Services**

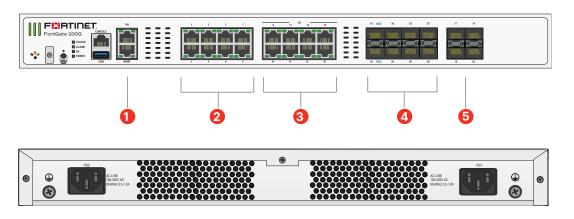
#### Expertise at your service



Fortinet prioritizes customer success through FortiCare Services, optimizing the Fortinet Security Fabric solution. Our comprehensive life-cycle services include Design, Deploy, Operate, Optimize, and Evolve. The FortiCare Elite, one of the service offerings, provides heightened SLAs and swift issue resolution with a dedicated support team. This advanced support option includes an extended end-of-engineering support of 18 months, providing flexibility and access to the intuitive FortiCare Elite portal for a unified view of device and security health, streamlining operational efficiency and maximizing Fortinet deployment performance.

# Hardware

#### FortiGate 200G Series



#### Interfaces

- 1. 2 x GE RJ45 MGMT/HA Ports
- 2. 8 x GE RJ45 Ports
- 3. 8 × 5/2.5/GE RJ45 Ports
- 4. 8 × 10 GE SFP+/SFP FortiLink Slots
- 5. 4 x GE SFP Slots

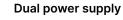
#### **Hardware Features**





#### Trusted Platform Module (TPM)

The FortiGate 200G series features a dedicated module that hardens physical networking appliances by generating, storing, and authenticating cryptographic keys. Hardware-based security mechanisms protect against malicious software and phishing attacks.



Power supply redundancy is essential in the operation of mission-critical networks. The FortiGate 200G series offers dual built-in non-hot swappable power supplies.

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	2

#### Access layer security

FortiLink protocol enables you to converge security and network access by integrating the FortiSwitch into the FortiGate as a logical extension of the firewall. These FortiLink-enabled ports can be reconfigured as regular ports as needed.



#### Signed Firmware Hardware Switch

The signed firmware switch is a physical security switch. It is by default set to the highest security level. The highest security level ensures that only an appropriately validated FortiOS firmware can be loaded on the FortiGate. This feature adds an additional physical layer of security to the FortiGate, acting as a key deterrent to and reducing risk of compromise.

# **Specifications**

F	ORTIGATE 200G FORTIGATE 201G
Interfaces and Modules	
GE RJ45 Ports	8
GE RJ45 Management / HA	1/1
5/2.5/GE RJ45 Ports	8
GE SFP Slots	4
10/GE SFP/+ FortiLink Slots (default)	8
USB Port	1
Console Port	1
Onboard Storage	0 1× 480 GB SSD
Trusted Platform Module (TPM)	$\bigcirc$
Bluetooth Low Energy (BLE)	$\odot$
Signed Firmware Hardware Switch	$\bigcirc$
Included Transceivers	0
System Performance — Enterprise Traffic Mi	x
IPS Throughput <sup>2</sup>	9 Gbps
NGFW Throughput <sup>2, 4</sup>	7 Gbps
Threat Protection Throughput <sup>2, 5</sup>	6 Gbps
System Performance and Capacity	
IPv4 Firewall Throughput (1518 / 512 / 64 byte, UDP)	39 / 39 / 26.5 Gbps
IPv6 Firewall Throughput (1518 / 512 / 64 byte, UDP)	39 / 39 / 26.5 Gbps
Firewall Latency (64 byte, UDP)	4.36 µs
Firewall Throughput (Packet per Second)	39.75 Mpps
Concurrent Sessions (TCP)	11 Million
New Sessions/Second (TCP)	400 000
Firewall Policies	10 000
IPsec VPN Throughput (512 byte) <sup>1</sup>	36 Gbps
Gateway-to-Gateway IPsec VPN Tunnels	2000
Client-to-Gateway IPsec VPN Tunnels	16 000
SSL-VPN Throughput <sup>6</sup>	3 Gbps
Concurrent SSL-VPN Users (Recommended Maximum, Tunnel Mode)	500
SSL Inspection Throughput (IPS, avg. HTTPS) <sup>3</sup>	7 Gbps
SSL Inspection CPS (IPS, avg. HTTPS) <sup>3</sup>	7100
SSL Inspection Concurrent Session (IPS, avg. HTTPS) <sup>3</sup>	900 000
Application Control Throughput (HTTP 64K) <sup>2</sup>	27.8 Gbps
CAPWAP Throughput (HTTP 64K)	37.5 Gbps
Virtual Domains (Default / Maximum)	10 / 10
Maximum Number of FortiSwitches Supported	64
Maximum Number of FortiAPs (Total / Tunnel)	256 / 128
Maximum Number of FortiTokens	5000
High Availability Configurations	Active-Active, Active-Passive, Clustering

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 $^{\rm 2}$  IPS (Enterprise Mix), Application Control, NGFW and Threat Protection are measured with Logging enabled.

 $^{\scriptscriptstyle 3}$  SSL Inspection performance values use an average of HTTPS sessions of different cipher suites.

FORTIGATE 200G FORTIGATE 201G **Dimensions and Power** Height x Width x Length (inches) 1.75 × 17.0 × 15.0 Height x Width x Length (mm) 44.45 × 432 × 380 Weight 14.11 lbs (6.4 kg) 14.33 lbs (6.5 kg) Form Factor (supports EIA/non-EIA standards) Rack Mount, 1 RU AC Power Consumption (Average / Maximum) 145 W / 175 W 145 W / 176 W 100-240V AC, 50/60Hz AC Power Input 2A @100VAC, 1.2A @240VAC AC Current (Maximum) Heat Dissipation 597.12 BTU/h 600.54 BTU/h 80Plus Compliant Power Supply Efficiency Rating **Redundant Power Supplies** (Default dual non-swappable AC PSU for 1+1 Redundancy) **Operating Environment and Certifications** 32°F to 104°F (0°C to 40°C) **Operating Temperature** Storage Temperature -31°F to 158°F (-35°C to 70°C) 5% to 90% non-condensing Humidity LPA 48 dBA / LWA 55 dBA Noise Level Forced Airflow Side and Front to Back **Operating Altitude** Up to 10 000 ft (3048 m) FCC Part 15 Class A, RCM, Compliance VCCI, CE, UL/cUL, CB Certification USGv6/IPv6

- <sup>4</sup> NGFW performance is measured with Firewall, IPS and Application Control enabled.
- <sup>5</sup> Threat Protection performance is measured with Firewall, IPS, Application Control and Malware Protection enabled.

<sup>6</sup> Uses RSA-2048 certificate.

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# **Subscriptions**

				Bundles	
Service Category	Service Offering	A-la-carte	Enterprise Protection	Unified Threat Protection	Advanced Threat Protection
FortiGuard Security	IPS — IPS, Malicious/Botnet URLs	•	•	•	•
Services	Anti-Malware Protection (AMP)—AV, Botnet Domains, Mobile Malware, Virus Outbreak Protection, Content Disarm and Reconstruct <sup>3</sup> , Al-based Heurestic AV, FortiGate Cloud Sandbox	•	•	•	•
	URL, DNS and Video Filtering — URL, DNS and Video <sup>3</sup> Filtering, Malicious Certificate	•	•	•	
	Anti-Spam		•	•	
	Al-based Inline Malware Prevention <sup>3</sup>	•	•		
	Data Loss Prevention (DLP) 1	•	٠		
	Attack Surface Security — IoT Device Detection, IoT Vulnerability Correlation and Virtual Patching, Security Rating, Outbreak Check	•	•		
	OT Security—OT Device Detection, OT vulnerability correlation and Virtual Patching, OT Application Control and IPS <sup>1</sup>	•			
	Application Control		included with For	tiCare Subscription	
	Inline CASB <sup>3</sup>		included with For	tiCare Subscription	
SD-WAN and SASE Services	SD-WAN Underlay Bandwidth and Quality Monitoring	•			
Services	SD-WAN Overlay-as-a-Service	•			
	SD-WAN Connector for FortiSASE Secure Private Access	•			
	SASE connector for FortiSASE Secure Edge Management (with 10Mbps Bandwidth) <sup>2</sup>	•			
NOC and SOC Services	FortiConverter Service for one time configuration conversion	•	•		
Services	Managed FortiGate Service—available 24×7, with Fortinet NOC experts performing device setup, network, and policy change management	•			
	FortiGate Cloud—Management, Analysis, and One Year Log Retention	•			
	FortiManager Cloud	•			
	FortiAnalyzer Cloud	•			
	FortiGuard SOCaaS—24×7 cloud-based managed log monitoring, incident triage, and SOC escalation service	•			
Hardware and	FortiCare Essentials <sup>2</sup>	•			
Software Support	FortiCare Premium	•	•	•	•
	FortiCare Elite	•			
Base Services	Device/OS Detection, GeoIPs, Trusted CA Certificates, Internet Services and Botnet IPs, DDNS (v4/v6), Local Protection, PSIRT Check, Anti-Phishing		included with For	tiCare Subscription	

1. Full features available when running FortiOS 7.4.1.

2. Desktop Models only.

3. Not available for FortiGate/FortiWiFi 40F, 60E, 60F, 80E, and 90E series from 7.4.4 onwards.



#### **FortiGuard Bundles**

FortiGuard AI-Powered Security Bundles provide a comprehensive and meticulously curated selection of security services to combat known, unknown, zero-day, and emerging AI-based threats. These services are designed to prevent malicious content from breaching your defenses, protect against web-based threats, secure devices throughout IT/OT/IoT environments, and ensure the safety of applications, users, and data. All bundles include FortiCare Premium Services featuring 24×7×365 availability, one-hour response for critical issues, and next-business-day response for noncritical matters.

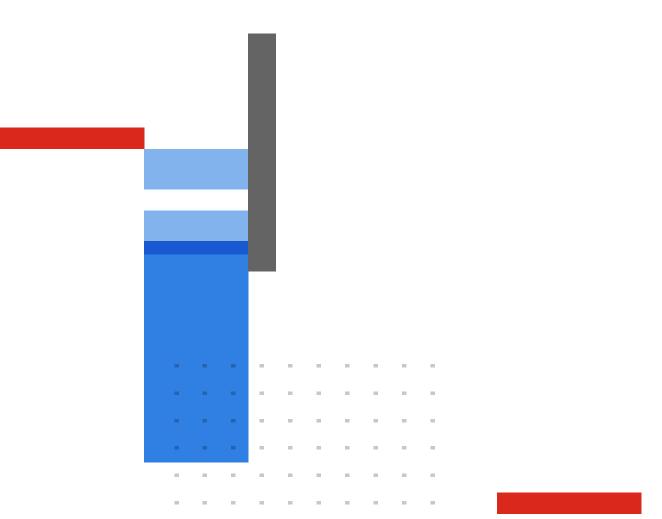
# **Ordering Information**

Product	SKU	Description
FortiGate 200G	FG-200G	10x GE RJ45 (including 1x MGMT port, 1x HA port, 8x switch ports), 4x GE SFP slots, 8× 5GE RJ45, 8× 10GE SFP+ slots, NP7Lite and CP10 hardware accelerated.
FortiGate 201G	FG-201G	10x GE RJ45 (including 1x MGMT port, 1x HA port, 8x switch ports), 4x GE SFP slots, 8× 5GE RJ45, 8× 10GE SFP+ slots, NP7Lite and CP10 hardware accelerated, 480GB onboard SSD storage.
Transceivers		
1 GE SFP SX Transceiver Module	FN-TRAN-SX	1 GE SFP SX transceiver module for all systems with SFP and SFP/SFP+ slots.
1 GE SFP LX Transceiver Module	FN-TRAN-LX	1 GE SFP LX transceiver module for all systems with SFP and SFP/SFP+ slots.
10 GE SFP+ RJ45 Transceiver Module	FN-TRAN-SFP+GC	10 GE SFP+ RJ45 transceiver module for systems with SFP+ slots.
10 GE SFP+ Transceiver Module, Short Range	FN-TRAN-SFP+SR	10 GE SFP+ transceiver module, short range for all systems with SFP+ and SFP/SFP+ slots.
10 GE SFP+ Transceiver Module, Long Range	FN-TRAN-SFP+LR	10 GE SFP+ transceiver module, long range for all systems with SFP+ and SFP/SFP+ slots.
10 GE SFP+ Transceiver Module, Extended Range	FN-TRAN-SFP+ER	10 GE SFP+ transceiver module, extended range for all systems with SFP+ and SFP/SFP+ slots.
10 GE SFP+ Transceiver Module, 80km Extreme Long Range	FN-TRAN-SFP+ZR	10GE SFP+ transceiver module, 80km extreme long range, for systems with SFP+ and SFP/SFP+ slots.
10 GE SFP+ Transceiver Module, 30km Long Range	FN-TRAN-SFP+BD27	10GE SFP+ transceiver module, 30km long range single BiDi for systems with SFP+ and SFP/SFP+ slots (connects to FN-TRAN-SFP+BD33, ordered separately).
10 GE SFP+ Transceiver Module, (connects to FN-TRAN-SFP+BD27, ordered separately)	FN-TRAN-SFP+BD33	10GE SFP+ transceiver module, 30km long range single BiDi for systems with SFP+ and SFP/SFP+ slots (connects to FN-TRAN-SFP+BD27, ordered separately).
25 GE SFP28 Transceiver Module, Short Range	FN-TRAN-SFP28-SR	25 GE SFP28 transceiver module, short range, compatible with 10 GE SFP/SFP+ slots.
Cables		
10 GE SFP+ Passive Direct Attach Cable 1m	FN-CABLE-SFP+1	10 GE SFP+ passive direct attach cable, 1m for systems with SFP+ and SFP/SFP+ slots.
10 GE SFP+ Passive Direct Attach Cable 3m	FN-CABLE-SFP+3	10 GE SFP+ passive direct attach cable, 3m for systems with SFP+ and SFP/SFP+ slots.
10 GE SFP+ Passive Direct Attach Cable 5m	FN-CABLE-SFP+5	10 GE SFP+ passive direct attach cable, 5m for systems with SFP+ and SFP/SFP+ slots.

Visit <u>https://www.fortinet.com/resources/ordering-guides</u> for related ordering guides.

#### Fortinet Corporate Social Responsibility Policy

Fortinet is committed to driving progress and sustainability for all through cybersecurity, with respect for human rights and ethical business practices, making possible a digital world you can always trust. You represent and warrant to Fortinet that you will not use Fortinet's products and services to engage in, or support in any way, violations or abuses of human rights, including those involving illegal censorship, surveillance, detention, or excessive use of force. Users of Fortinet products are required to comply with the Fortinet EULA and report any suspected violations of the EULA via the procedures outlined in the Fortinet Whistleblower Policy.



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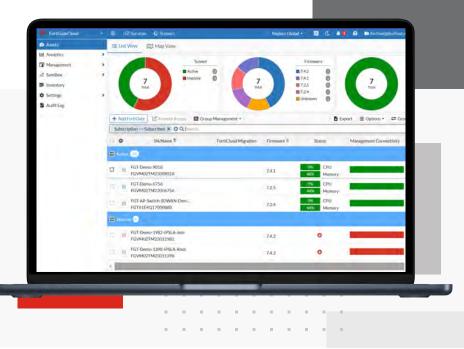
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# FortiGate Cloud





#### Highlights

- Zero touch provisioning
- Simplified FortiGate network and security management
- Unrestricted device configuration management
- Firmware upgrades, configuration backups, and scripting
- Monitoring, cloud logging and security Analytics
- Automated reporting and event handlers
- Cloud Sandbox
- Indicators of Compromise (IOC)
- Multitenancy

### **Cloud Management and Analytics for FortiGate Firewalls**

FortiGate Cloud is a cloud-based service offering simplified management, security analytics, and reporting for Fortinet's FortiGate next-generation firewalls to help you more efficiently manage your devices and reduce cyber risk. It simplifies the initial deployment, setup, and ongoing management of FortiGates and downstream connected devices such as FortiAP, FortiSwitch, and FortiExtender, with zero-touch provisioning. FortiGate Cloud can grow with your requirements from a single FortiGate to a complete MSP management solution for thousands of devices across multiple customers.

# Highlights

#### International Cloud Management

- Isolated instances for Europe, America, and Asia ensure data separation for privacy laws
- Simultaneously provision devices in multiple regions

#### Zero Touch Provisioning

- Zero touch provision FortiGates with FortiCloud key
- Bulk import and provisioning with FortiDeploy key

#### **Network Visibility and Cloud Management**

- · Comprehensive overview of network, assets, device health, and statistics
- Management firewall configuration from cloud including security profiles, firewall policies, cloud config backups, CLI scripts, API access, and firmware upgrades

#### SD-WAN

- Configure SD-WAN interfaces
- Set up and manage application prioritization
- Deploy and manage the entire SD-WAN deployment

#### **User Management**

- FortiCloud integrated single-sign on, secure 2FA controls, and external IDP support
- Fine grained access control for IAM Users and APIs. Access to audit logs for compliance



#### **Security Analytics and Reporting**

- View cloud log analysis and visibility to traffic, security, event logs, and FortiView monitors
- Set up event handlers and schedule from curated reports



#### Multitenancy

- Manage multiple customers with hierarchal tenant structure
- User management with access controls
- Central visibility for admins to manage tenant network



#### FortiGate Cloud Subscription

- FortiGate Cloud offers subscription for cloud management, security analytics, and one-year hosted log retention
- Devices without subscription are limited to seven days of logs, one report, and no cloud config management

# Challenges

#### How FortiGate Cloud Addresses Key Security Challenges

Challenge	Solution
Facilitating turnkey provisioning of FortiGates at remote sites when on-site configuration expertise is unavailable.	FortiGates include FortiGate Cloud registration functionality in their firmware that allows an individual or multiple devices to provision themselves with minimal on-site expertise.
Keeping initial investment costs down and preference for consumption-based, OPEX model.	FortiGate Cloud uses Software-as-a-Service (SaaS) model that eliminates the need for upfront capital purchases.
Maintaining a single pane of glass management for overseeing security infrastructure.	FortiGate Cloud provides control over FortiGates while providing granular visibility and reporting at the same time.
Investing in a future-proof security solution that will scale with your business.	FortiGate Cloud can grow as your business grows and will accommodate additional log storage as needed.
Deploying different configurations across multiple sites and setup access control.	Role-based access control provides flexibility in managing users. Multitenancy enables the management of customers and users with simplicity and ease.

### **Features**

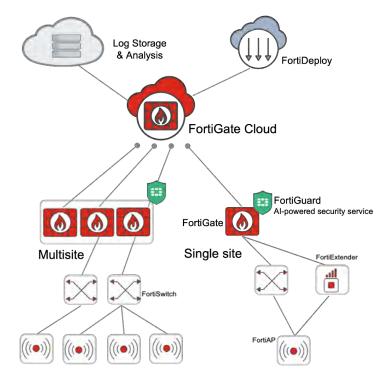
#### **Zero Touch Provisioning**

Initial configuration of firewalls, switches, and access points can be a tricky proposition, often requiring expert staff on-site to configure each device individually. Zero touch provisioning greatly simplifies local or remote onboarding of devices for the initial configuration. FortiCloud key provides an easy mechanism to import FortiGates into FortiGate Cloud with the automatic connection of FortiGates to be managed by FortiGate Cloud.

Hundreds of FortiGates can be provisioned using a bulk FortiCloud key in distributed environments, such as large retail or education networks. Once a communication tunnel is established, FortiGate Cloud provisions the FortiGate to the designated account, enabling settings, cloud logging, and device management from the cloud.

#### Configuration and Device Management from a Single Pane of Glass

Consistent configuration of devices within your network is essential for ensuring that security policies are correctly applied. FortiGate Cloud provides a web-based management console to control FortiGates and downstream connected devices. Device settings such as SD-WAN interfaces/SLAs/rules, IP addresses, or service set identifiers (SSIDs) can be configured for FortiGate Cloud managed devices. Configuration backups are kept in FortiGate Cloud to assist with replacement or recovery efforts. Device firmware updates and scripts can be performed on multiple FortiGates, enabling automation and allowing customers to take advantage of the latest features.



FortiGate Cloud Network Security Management

#### **Features continued**

#### Fabric Integration with FortiSwitch, FortiAP, and FortiExtender

FortiGate Cloud has the added benefit of provisioning, configuring, and managing your extended infrastructure through the FortiGate. Not only can you manage your entire infrastructure from a single cloud management interface, but by allowing FortiGate to manage your FortiSwitch, FortiAP, and FortiExtender, it can extend its functionality into them.

For example, the switch ports inherit the same properties as the firewall, making them extensions of the firewall — the same principle goes for the FortiAP. This unique Fabric integration enables this cross-product functionality. It can further allow automation in the face of a threat. When an infected client is detected through Indicators of Compromise (IOCs), the switch or AP can block the device until the problem is remediated.

#### **Deployment and Management of SD-WAN**

Deploying SD-WAN need not be a complicated and expensive endeavor — FortiGate Cloud allows you to roll out and manage your SD-WAN deployment easily using zero touch deployment through its interface either manually or automatically as the FortiGates come online. Once your interfaces are up, you can move on to setting up the SD-WAN rules to optimize application prioritization on the WAN interfaces.

#### Account and User Management

Providing secure access to administrators for managing the FortiCloud account, assets, and services is a key factor in efficient operations. FortiGate Cloud provides granular resourcebased access controls to reduce security risks by assigning only the necessary permissions to carry out specific tasks for designated personnel. Integrated with FortiCloud IAM (Identity and Access Management), secure 2FA authentication, permission profiles for authorization, admins can securely control access to FortiCloud assets and features for your users. Additionally, integrated with FortiCloud external IdP, customers can leverage external IdP user management and manage access to FortiGate Cloud.

#### Instant Security Intelligence and Analytics

To place better security controls on your network, you must first know how it is being utilized. FortiGate Cloud's extensive set of dashboards gives you an immediate view of FortiGate usage, including a breakdown of network traffic and bandwidth usage. FortiGate Cloud analytics provides you with drill-down and filtering functionality to instantly determine how applications, websites, users, and threats impact your network.

#### **Features continued**

#### Hosted Log Retention and Cloud-based Storage

Log retention is an integral part of any security and compliance best practice, but administering a separate storage system can be burdensome and costly. FortiGate Cloud takes care of this automatically and stores your valuable log information securely in the cloud.

Depending on your device, you can easily store and access different logs, including traffic, system, web, applications, and security events. FortiGate Cloud provides seven days of log retention for devices without subscription while the subscription service extends this to one full year of logs.

#### **Exceptional Network Visibility with FortiGate Cloud Reporting**

A periodic review of network and security activity is essential to keep costs down and security breaches at bay. Reporting allows you to be proactive about optimizing your network and satisfying executive staff scrutiny. FortiGate Cloud provides preconfigured reports to give you the information you need for your specific reporting and compliance requirements. A wide variety of rich canned reports such as a 360-degree Activity Report, Fortinet Security Best Practices Report, Application Usage Report, or Cyber Threat Assessment Report, amongst others, can be run on-demand or scheduled (daily, weekly, or monthly), giving you complete visibility with actionable outcomes. Devices without subscription receive only the 360-degree Activity Report.

#### **Multitenancy Management**

Large scale tenant management requires mature and complex deployment structures with increased flexibility and a streamlined process for resource provisioning in different locations for customers. FortiGate Cloud multitenancy can be leveraged via FortiCloud Organizations. FortiCloud Organizations based multitenancy provides unified tenant management across FortiCloud services and helps to structure accounts, assets, and implement fine-grained access controls across multiple accounts. FortiGate Cloud provides a centralized dashboard for the Organization and Organizational Units with visibility of the tenant accounts, devices, licenses, easy access to manage tenant network and security.

#### FortiGate Cloud Transport Security and Service Availability

FortiGate Cloud encrypts all communication including log information between your FortiGate devices and the cloud. Fortinet deploys redundant data centers to give the FortiGate Cloud service its high availability. Fortinet has also used its years of experience in protecting sophisticated networks worldwide to implement operational security measures that make sure your data is secure and only you can view or retrieve it.

# **Ordering Information**

#### FortiGate Cloud Subscription

FortiGate Cloud subscription per device is available for FortiGates (40 ~ 3700 series), FortiGate-VM/VM-S series, and FortiWiFi (40 ~ 81 series) for cloud management, analytics, and one year rolling log storage.

Product	SKU	Description
FortiGate Cloud Subscription	FC-10-00XXX-131-02-DD	FortiGate Cloud Management, Analysis, and One Year Log Retention (XXX = model code)

#### Multitenancy

Regular FortiCloud accounts can enable multitenancy with FortiCloud Organizations up to 10 accounts with no license needed. For more than 10 accounts use FortiCloud Premium License.

Product	SKU	Description
FortiCloud Premium	FC-15-CLDPS-219-02-DD	FortiCloud Premium License to enable Multitenancy with FortiCloud organizations.

For customers who would like to add bulk provisioning for multiple devices, add the following SKU to the purchase order\*.

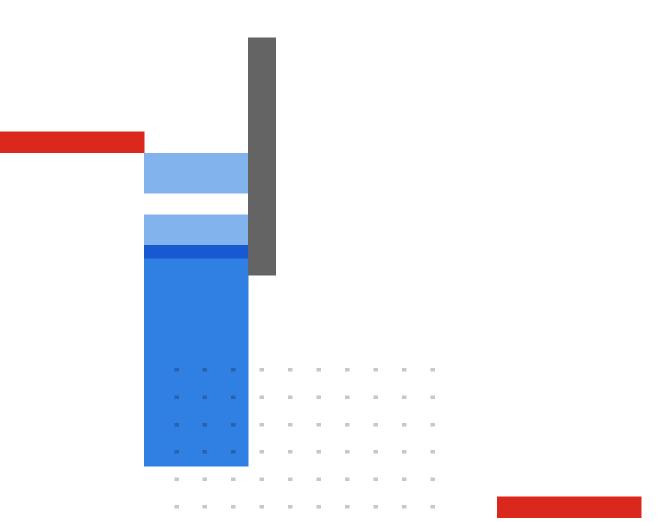
Product	SKU	Description
FortiDeploy	FDP-SINGLE-USE	Enables zero touch bulk provisioning for your FortiGate, FortiWiFi, or FortiAP products with FortiGate Cloud. Must be purchased with every PO.

\* This feature is only available on devices running FortiOS 5.2.2 and above.

Visit https://www.fortinet.com/resources/ordering-guides for related ordering guides.

#### Fortinet Corporate Social Responsibility Policy

Fortinet is committed to driving progress and sustainability for all through cybersecurity, with respect for human rights and ethical business practices, making possible a digital world you can always trust. You represent and warrant to Fortinet that you will not use Fortinet's products and services to engage in, or support in any way, violations or abuses of human rights, including those involving illegal censorship, surveillance, detention, or excessive use of force. Users of Fortinet products are required to comply with the Fortinet EULA and report any suspected violations of the EULA via the procedures outlined in the Fortinet Whistleblower Policy.



# F

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# cnWave<sup>™</sup> 60 GHz V2000

**Client Node** 

### QUICK LOOK:

- Supports 57 to 66 GHz
- Up to 3.6 Gbps (1.8 Gbps DL and 1.8 Gbps UL). Channel bonding typically doubles capacity
- Auto-beamforming, +/- 10° horizontal, +/- 4.0° vertical
- 2.5 GbE PoE input AND 2.5 GbE 802.3at PoE output port for powering external devices
- 802.11ay standard technology with Terragraph certification

# Designed for high-speed and high-density deployments

Cambium Networks' cnWave 60 GHz solution provides easy, fast and cost-effective wireless gigabit connectivity for edge access and/or high-capacity backhaul for edge access solutions at a significantly lower TCO than fiber infrastructure. Service providers and enterprises now have access to gigabit for business and residential connectivity, backhaul for Wi-Fi access or LTE/5G small cell. cnWave solutions are highly efficient at handling high-density deployments in cities and suburban areas.

The V2000 features a 2.5 GbE PoE input port as well as a 2.5 GbE PoE 802.3at output port for powering Wi-Fi access points or video surveillance cameras. This makes the V2000 especially well-suited to backhaul Cambium's XV2 series of outdoor Wi-Fi AP's.





#### Cloud and on-premises management

cnWave 60 GHz operates with Cambium Networks' cnMaestro management system. cnMaestro<sup>™</sup> is a cloud-based or on-premises software platform for secure, end-to-end network control. cnMaestro wireless network manager simplifies device management by offering full network visibility and zero-touch provisioning. View and perform a full suite of wireless network management functions in real time. Optimize system availability, maximize throughput and meet emerging needs of business and residential customers.

## cnWave™ 60 GHz V2000 Client Node

## **Specifications**

Spectrum	
Frequency Range	57 to 66 GHz in a single SKU
Channel Width	2.16 GHz, 4.32 GHz*
Channel Bonding*	Up to 2 adjacent channels
Mode of Operation	PMP Client or PTP

#### Interface

Channel Access	TDMA/TDD
Ethernet	1 x 2.5 GbE PoE Input
Interface	1 x 2.5 GbE PoE 802.3at Output

Networking	
Protocols Supported	IPv4, IPv6, Layer2 Bridge, Layer3 IPv6 Routing, Open/R Distributed Networking
Network Management	cnMaestro, HTTP, HTTPS, SNMP v2c & v3
мти	1,900 bytes
VLAN	802.1ad (QinQ), 802.1Q with 802.1p priority

### Security

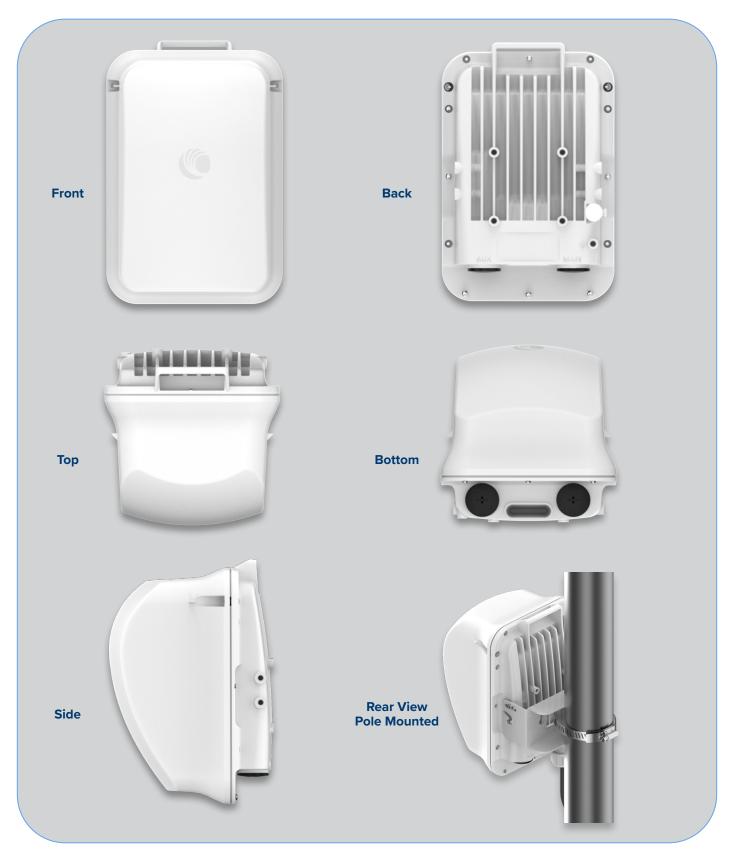
Encryption	128-bit AES
Firmware Security	Signed Firmware Images

#### Performance Modulation &

Coding Schemes	MCS-0 (BPSK) to MCS-12 (16-QAM-3/4)
Latency	< 1 ms
Maximum EIRP	49 dBm

Antenna	
Gain	34.5 dBi
Туре	Integrated
Beamforming Scan Range	+/- 10° azimuth, +/- 4.0° elevation
Powering	
Туре	802.3at
Power Consumption	18W (48W when using PoE output port)
Physical	
Physical Environmental	IP66/67
	IP66/67 -40°C to 60°C (-40°F to 140°F)
Environmental	
Environmental Temperature Mean Time	-40°C to 60°C (-40°F to 140°F)
Environmental Temperature Mean Time Between Failure	-40°C to 60°C (-40°F to 140°F) > 40 years

## cnWave™ 60 GHz V2000 Client Node



## cnWave™ 60 GHz V2000 Client Node

cnWave 60 GHz	z V2000 Ordering Information
C600500C020B	60GHz cnWave V2000 Client Node 30W with US cord
C600500C026B	60GHz cnWave V2000 Client Node 30W with Israel cord - Israel Only
C600500C027B	60GHz cnWave V2000 Client Node 30W with South Africa cord
C600500C028B	60GHz cnWave V2000 Client Node 30W with India cord
C600500C029B	60GHz cnWave V2000 Client Node 30W with no cord
C600500C030B	60GHz cnWave V2000 Client Node, no power supply and no power cord
C600500C031B	60GHz cnWave V2000 Client Node 30W with EU cord
C600500C032B	60GHz cnWave V2000 Client Node 30W with UK cord
C600500C033B	60GHz cnWave V2000 Client Node 30W with ANZ cord
C600500C034B	60GHz cnWave V2000 Client Node 30W with Brazil cord
C600500C035B	60GHz cnWave V2000 Client Node 30W with Argentina cord

### cnMaestro Management Ordering Information

MSX-SUB-T4-1	cnMaestro X for cnWave: Advanced management and includes CC Pro for Tier4; 1-year subscription / Tier4 device; Tier4 device include Client Node
MSX-SUB-T4-3	cnMaestro X for cnWave: Advanced management and includes CC Pro for Tier4; 3-year subscription / Tier4 device; Tier4 device include Client Node
MSX-SUB-T4-5	cnMaestro X for cnWave: Advanced management and includes CC Pro for Tier4; 5-year subscription / Tier4 device; Tier4 device include Client Node



### cnWave<sup>™</sup> 60 GHz V2000 Client Node

## Extended Warranty, Cambium Care and cnMaestro Management Ordering Information EW-E1CNWV2000-WW 60 GHz V2000 Extended Warranty, 1 Additional Year EW-E2CNWV2000-WW 60 GHz V2000 Extended Warranty, 2 Additional Years AR-EOCNWV2000-WW 60 GHz V2000 Upgrade to All Risks Advanced Replacement Program during 3-year standard warranty AR-E1CNWV2000-WW 60 GHz V2000 All Risks Advance Replacement, 1 Additional Year AR-E2CNWV2000-WW 60 GHz V2000 All Risks Advance Replacement, 2 Additional Years CCADV-SUP-V2000-1 Cambium Care Advanced, 1-year support for one V2000. 24x7 TAC support, SW updates, and NBDS advance replacement for HW CCADV-SUP-V2000-3 Cambium Care Advanced, 3-year support for one V2000. 24x7 TAC support, SW updates, and NBDS advance replacement for HW CCADV-SUP-V2000-5 Cambium Care Advanced, 5-year support for one V2000 . 24x7 TAC support, SW updates, and NBDS advance replacement for HW CCADV-UPG-V2000-1 Cambium Care Advanced Add-on to cnMaestro X, 1-year support for one V2000. 24x7 TAC support, SW updates, and NBDS advance replacement for HW CCADV-UPG-V2000-3 Cambium Care Advanced Add-on to cnMaestro X, 3-year support for one V2000. 24x7 TAC support,SW updates, and NBDS advance replacement for HW Cambium Care Advanced Add-on to cnMaestro X, 5-year support for one V2000. 24x7 TAC support, CCADV-UPG-V2000-5 SW updates, and NBDS advance replacement for HW CCPRO-SUP-V2000-1 Cambium Care Pro, 1-year support for one V2000. 24x7 TAC support, SW updates CCPRO-SUP-V2000-3 Cambium Care Pro, 3-year support for one V2000. 24x7 TAC support, SW updates CCPRO-SUP-V2000-5 Cambium Care Pro, 5-year support for one V2000. 24x7 TAC support, SW updates CCPRM-SUP-V2000-1 Cambium Care Prime, 1-year support for one V2000. 24x7 TAC SLA support, SW updates, and ARAR for HW CCPRM-SUP-V2000-3 Cambium Care Prime, 3-year support for one V2000. 24x7 TAC SLA support, SW updates, and ARAR for HW CCPRM-SUP-V2000-5 Cambium Care Prime, 5-year support for one V2000. 24x7 TAC SLA support, SW updates, and ARAR for HW

#### **About Cambium Networks**

Cambium Networks enables service providers, enterprises, industrial organizations, and governments to deliver exceptional digital experiences, and device connectivity, with compelling economics. Our ONE Network platform simplifies management of Cambium Networks' wired and wireless broadband and network edge technologies. Our customers can focus more resources on managing their business rather than the network. We deliver connectivity that just works.

#### cambiumnetworks.com



# cnWave<sup>™</sup> 60 GHz V3000

High-Gain Client Node

## QUICK LOOK:

- Supports 57 to 66 GHz
- Up to 3.6 Gbps (1.8 Gbps DL and 1.8 Gbps UL). Channel bonding typically doubles capacity
- Easy installation with autobeamforming
- Low latency < 1 ms</li>
- 802.11ay technology with Terragraph certification





## Designed for long-range, high-capacity and high-density deployments

Cambium Networks' cnWave 60 GHz solution provides easy, fast and cost-effective wireless gigabit connectivity for edge access and/or high-capacity backhaul for edge access solutions at a significantly lower TCO than fiber infrastructure. Service providers and enterprises now have access to gigabit for business and residential connectivity, backhaul for Wi-Fi access or LTE/5G small cell. Certified for Facebook Terragraph, cnWave solutions are highly efficient at handling high-density deployments in cities and suburban areas.

V3000 is featured with a 44.5 dBi or 40.5 dBi high-gain antenna with beamforming. The Client Node (CN) can be used as either a client in PMP configurations or an end-point in PTP configurations.

#### Cloud and on-premises management

cnWave 60 GHz operates with Cambium Networks' cnMaestro management system. cnMaestro<sup>™</sup> is a cloud-based or on-premises software platform for secure, end-to-end network control. cnMaestro wireless network manager simplifies device management by offering full network visibility and zero-touch provisioning. View and perform a full suite of wireless network management functions in real time. Optimize system availability, maximize throughput and meet emerging needs of business and residential customers.



## cnWave™ 60 GHz V3000 Client Node

## **S**pecifications

Spectrum	
Frequency Range	57 to 66 GHz in a single SKU
Channel Width	2.16 GHz, 4.32 GHz*
Carrier Bonding*	Up to 2 adjacent channels
Mode of Operation	PMP Client or PTP

Interface	
Channel Access	TDMA/TDD
Ethernet Interface	1 x 100/1000/10G BaseT with PoE In, 1 x 100/1000 BaseT with 802.3at PoE Out, 1 x SFP+ 1G and 10G

Networking	
Protocols Supported	IPv4, IPv6, Layer2 Bridge, Layer3 IPv6 Routing, Open/R Distributed Networking
Network Management	cnMaestro, HTTP, HTTPS, SNMP v2c & v3
мти	1,900 bytes
VLAN	802.1ad (QinQ), 802.1Q with 802.1p priority

# Security Encryption 128-bit AES Firmware Signed Firmware Images

#### Performance

Modulation & Coding Schemes	MCS-0 (BPSK) to MCS-12 (16-QAM)
Latency	< 1 ms
Maximum EIRP	60.5 dBm (with 44.5 dBi Antenna) 54.5 dBm (with 40.5 dBi Antenna)

Antenna	
Gain	44.5 dBi or 40.5 dBi
Туре	Integrated
Beamforming Scan Range	+/- 2° azimuth, +/- 1° elevation
Beam Width	0.8°

Powering	
Туре	Passive PoE (42-57V) without AUX PoE Out in use
Power Consumption	60 W with AUX PoE Out in use, 30 W without AUX PoE Out in use

### Physical

Environmental	IP66/67
Temperature	-40°C to 60°C (-40°F to 140°F)
Mean Time Between Failure	> 40 years
Weight	V3000 with 44.5 dBi dish 4.7kg (10.3 lbs.) without clamp V3000 with 40.5 dBi dish 3.9kg (8.6 lbs.) without clamp
Dimensions H x W x D	V3000 with 44.5dBi dish 421 x 347 x 349 mm (16.57 x 13.66 x 13.7 in V3000 with 40.5dBi dish 343 x 198 x 251 mm (13.5 x 7.8 x 9.9 in)
Wind Survival	200 km/h (124 mi/h)

\* Available in future release

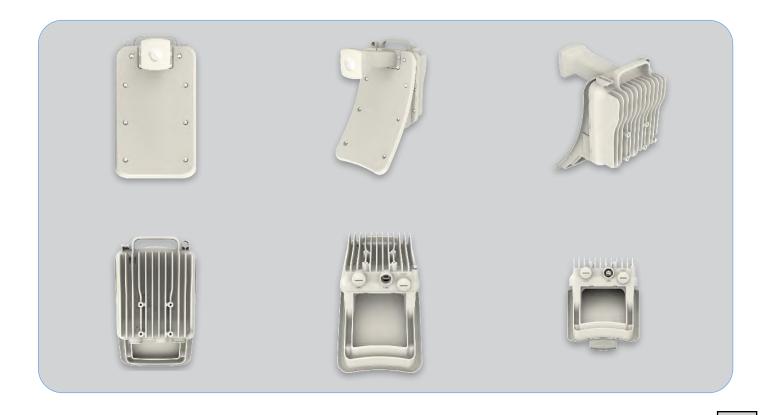


## cnWave™ 60 GHz V3000 Client Node

### V3000 with 44.5 dBi Antenna



### V3000 with 40.5 dBi Antenna



## cnWave™ 60 GHz V3000 Client Node

#### **Ordering Information**

C600500C024A	cnWave 60 GHz V3000 Client Node Radio Only
C600500C025A	cnWave 60 GHz V3000 Client Node Radio Only - Israel Only
C600500D002A	cnWave 60 GHz V3000 Client Node Antenna Assembly, 40.5 dBi, 4 Pack
C600500D003A	cnWave 60 GHz V3000 Client Node Antenna Assembly, 44.5 dBi, 4 Pack
N000045L002A	Tilt Bracket Assembly
C000000L125A	cnWave Precision Mounting Bracket

NOTE: Power Supply Unit must be ordered separately.

#### ABOUT CAMBIUM NETWORKS

Cambium Networks empowers millions of people with wireless connectivity worldwide. Its wireless portfolio is used by commercial and government network operators as well as broadband service providers to connect people, places and things. With a single network architecture spanning fixed wireless and Wi-Fi, Cambium Networks enables operators to achieve maximum performance with minimal spectrum. End-to-end cloud management transforms networks into dynamic environments that evolve to meet changing needs with minimal physical human intervention. Cambium Networks empowers a growing ecosystem of partners who design and deliver gigabit wireless solutions that just work.

#### cambiumnetworks.com



# cnWave<sup>™</sup> 60 GHz V5000

## **Distribution Node**

## QUICK LOOK:

- Supports 57 to 66 GHz
- Dual-sector with 280° coverage
- Up to 7.2 Gbps (1.8 Gbps DL and 1.8 Gbps UL per sector). Channel bonding typically doubles capacity
- TDMA/TDD channel access and Network Synchronization
- 802.11ay technology with Terragraph certification



## Designed for high-speed and high-density deployments

Cambium Networks' cnWave 60 GHz solution provides easy, fast and cost-effective wireless gigabit connectivity for edge access and/ or high-capacity backhaul for edge access solutions at a significantly lower TCO than fiber infrastructure. Service providers and enterprises now have access to gigabit for business and residential connectivity, backhaul for Wi-Fi access or LTE/5G small cell. Certified for Facebook Terragraph, cnWave solutions are highly efficient at handling high-density deployments in cities and suburban areas.

V5000 is featured with two sectors covering up to 280° with beamforming. A single V5000 can connect up to four other distribution nodes or up to 30 client nodes. V5000 can be used for PTP and PMP configurations.



### Cloud and on-premises management

cnWave 60 GHz operates with Cambium Networks' cnMaestro management system. cnMaestro<sup>™</sup> is a cloud-based or on-premises software platform for secure, end-to-end network control. cnMaestro wireless network manager simplifies device management by offering full network visibility and zero-touch provisioning. View and perform a full suite of wireless network management functions in real time. Optimize system availability, maximize throughput and meet emerging needs of business and residential customers.

#### Section F, Item 2.

## cnWave™ 60 GHz V5000 Distribution Node

Client Node Model				
	V1000	V2000	V3000 44.5 dBi	V3000 40.5 dBi
Maximum Throughput in DL or UL	1 Gbps	1.8 Gbps	1.8 Gbps 2.7 Gbps with CB2	1.8 Gbps 2.7 Gbps with CB2
Maximum EIRP	38 dBm	49 dBm	60.5 dBm	54.5 dBm

## **Specifications**

Spectrum	
Frequency Range	57 to 66 GHz in a single SKU
Channel Width	2.16 GHz, 4.32 GHz*
Carrier Bonding*	Up to 2 adjacent channels
Mode of Operation	PMP or PTP

Interface	
Channel Access	TDMA/TDD
Ethernet Interface	1 x 100/1000/10G BaseT with PoE In, 1 x 100/1000 BaseT with 802.3at PoE Out, 1 x SFP+ 1G and 10G

Performance	
Modulation & Coding Schemes	MCS-0 (BPSK) to MCS-12 (16-QAM)
Latency	< 1 ms
Maximum EIRP	38 dBm

Antenna	
Gain	22.5 dBi
Туре	Integrated
Beamforming Scan Range	+/- 140° azimuth, +/- 20° elevation
Beam Width	12°

Networking	
Protocols Supported	IPv4, IPv6, Layer2 Bridge, Layer3 IPv6 Routing, Open/R Distributed Networking
Network Management	cnMaestro, HTTP, HTTPS, SNMP v2c & v3
MTU	1,900 bytes
VLAN	802.1ad (QinQ), 802.1Q with 802.1p priority

Security
Encryption

128-bit AES

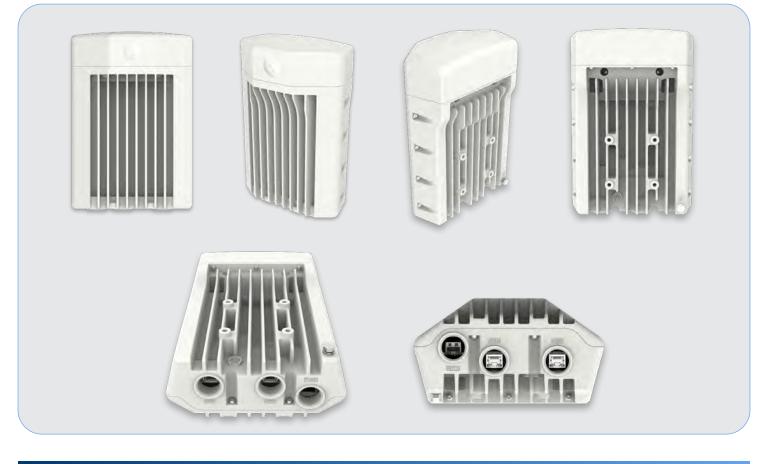
Firmware Signed Firmware Images

\* Available in future release

Powering	
Туре	Passive PoE (42-57 V)
Power Consumption	65 W with AUX PoE Out in use, 35 W without AUX PoE Out in use
Physical	
Environmental	IP66/67
Temperature	-40°C to 60°C (-40°F to 140°F)
Mean Time Between Failure	> 40 years
Weight	< 4 kg (8.8 lbs)
<b>Dimensions</b> H x W x D	280 mm x 186 mm x 103 mm (11.0 in x 7.32 in x 4.06 in)
Wind Survival	200 km/h (124 mi/h)



## cnWave<sup>™</sup> 60 GHz V5000 Distribution Node



Ordering Information				
C600500A004B	cnWave 60 GHz V5000 Distribution Node			
C600500A005B	cnWave 60 GHz V5000 Distribution Node - Israel Only			
C000000L136A	Universal Wall Mount Bracket			
C000000L137A	Universal Pole Mount Bracket for 1 inch to 3 inch diameter poles			

NOTE: Power Supply Unit must be ordered separately.

#### About Cambium Networks

Cambium Networks enables service providers, enterprises, industrial organizations, and governments to deliver exceptional digital experiences, and device connectivity, with compelling economics. Our ONE Network platform simplifies management of Cambium Networks' wired and wireless broadband and network edge technologies. Our customers can focus more resources on managing their business rather than the network. We deliver connectivity that just works.

#### cambiumnetworks.com



## XE3-4TN Wi-Fi 6/6E Access Point

802.11ax Tri-Radio 2x2/4x4 (2+2+4) Access Point with N-type Antenna Connectors

## XE3-4TN Quick Look

- Tri-radio/tri-band Wi-Fi 6/6E
- Software-defined 5 GHz/6 GHz radio
- AFC compliant for 6 GHz operation\*
- 6.6 Gbps aggregate data rate
- 2.5 GbE and 1 GbE uplink ports
- Outdoor-rated IP67 enclosure



#### Outdoor High-Density, Future-Proof Wi-Fi

The XE3-4TN is an outdoor-rated tri-radio Wi-Fi 6/6E 2x2/4x4 access point (AP) designed to deliver future-proof performance and value for building next-generation networks. Wi-Fi 6 delivers faster and more efficient wireless network connections than previous-generation Wi-Fi technologies. Wi-Fi 6E extends the capacity of Wi-Fi into the 6 GHz band, more than tripling the wireless spectrum available.

#### Software-Defined Radio Provides Flexibility

The software-defined radio (SDR) provides flexibility to match the capability of the connected clients and to match the regulatory limits in the 6 GHz band. Where 6 GHz outdoor is not allowed, operate the XE3-4TN in dual 5 GHz mode to expand capacity in the allowed 5 GHz channels. Where 6 GHz outdoor is allowed, and Wi-Fi clients support it, use tri-radio mode to dramatically increase density in a reduced RF interference environment.

#### **3-Year Warranty**

The XE3-4TN comes with an industry-leading 3-year hardware warranty, providing return and repair service on the access point and multiple tiers of customer support, from the business day to extended hours and advanced replacement.

Wi Fi

#### **Cloud or On-premises Management**

The XE3-4TN is supported by Cambium Networks' ONE Network enterprise architecture managed by the cnMaestro<sup>™</sup> Network Management System. cnMaestro uses a distributed intelligence architecture with cloud-first management and edge-intelligent Wi-Fi that self-optimizes for the RF environment. cnMaestro delivers a single-pane-of-glass management experience for enterprise Wi-Fi APs, cnMatrix<sup>™</sup> Ethernet Switches, NSE Service Edge, residential service provider routers, Cambium's fixed wireless access solutions, and Cambium Fiber.

\*Automatic frequency coordination (AFC) is under development and will be a cloud service that will assign operating channel and power. AFC is required for 6 GHz operation outdoors.



Access Point S	Specifications*		
FCC	Ch 1–11, 36–64, 100–144, 149–165	Power	Typical power 25W (802.3at) Maximum power 62W with PoE out
ISED	Ch 1–11, 36–64, 100–116, 149–165		enabled and sourcing 30W Passive PoE output: 30V or 48V nominal at
ETSI*	Ch 1–13, 36–64, 100–140, 149–173		up to 30 Watts
ROW*	Ch 1–14, 36–64, 100–144, 149–177	Dimensions	220mm x 200mm x 86mm (8.66 in x 7.87 in x 3.39 in)
6 GHz Channel	FCC/IC/ROW: Ch 1–233 EU: 1–93	Weight	2,920 g (6.44 lb)
	<b>LU</b> . 1–35	MTBF	498,910 hours @ 25°C 132,618 hours @ 65°C
Radios	<b>5 GHz/6 GHz</b> 802.11a/n/ac/ax, 4x4 SW configurable	Mount Options	Pole or wall mount
	<b>5 GHz</b> 802.11 a/n/ac Wave 2/ax, 2x2	Security	Kensington lock slot
	<b>2.4 GHz</b> 802.11 b/g/n/ax, 2x2 BLE <b>4.1, GPS receiver</b>	LEDs	Multi-color status LEDs
Wi-Fi	802.11 a/b/g/n/ac/ax	Ambient Operation Temperature	-40°C to 65°C (-40°F to 149°F)
SSID Security	WPA3-SAE, WPA3-Enterprise, WPA2-PSK (CCMP, AES, 802.11i), WPA2-Enterprise (802.1x/EAP), OSEN, Owe, Open	Storage Temperature	-40°C to 70°C (-40°F to 158°F)
Max PHY Rate	5/6 GHz radio 4,804 Mbps 5 GHz radio 1,201 Mbps 2.4 GHz radio 573.5 Mbps	Humidity	95% RH non-condensing
Ports	1 x IEEE 100/1000/2500 Mbps Ethernet 1 x IEEE 10/100/1000 Mbps Ethernet with PoE out	Certifications	WiFi Alliance 80211a/b/g/n/ac/ax, PP2.0 FCC, ETSI, CE, IC, IEC60950, IEC62368, EN61373, EN50121, EN 303 413 (GPS), IEC 60068-2-5 (solar radiation), IEC 60529 (ingress protection), TAA
Max EIRP	Radio 1: 2x2 2.4 GHz = 28dBm Radio 2: 2x2 5 GHz = 28dBm Radio 3: 4x4 5 GHz/6 GHz = 25dBm The cable loss and antenna gain are separate from any radio conducted power specification. Please refer to the <u>Antenna</u> <u>Guide</u> for more details.		

\*Individual country limits may apply.



Network Specifi			
Operational Modes	Controllerless standalone	RF Management	Multi-modal RF optimization supporting
	Cloud-managed cnMaestro or VM		AutoRF for dynamic channel selection
WLAN	1,500 per AP		and dynamic power adjustment
	16 SSIDs per AP		configured via cnMaestro, performed in
Security	Open, WPA2-AES with PSK, ePSK and		the intelligent edge AP
Authentication	Enterprise		Out-of-band RF spectrum analysis
Encryption	WPA3 with PSK (WPA3-SAE), ePSK,		RF monitor with channel utilization/packet
	Enterprise, Enterprise-CNSA, OWE		error rate/interference
	(Enhanced Open)	Band Steering	Yes
	OSEN and PMF (802.11 W)	Mesh	Multi-hop, all 3 bands
	MAC authentication with local database or	Scheduled WLAN	On/off by day, week, time of day
	external database using RADIUS protocol	Data Limit	Client bitrate/time/throughput limit per SSIE
	802.1X with EAP-TTLS, EAP-TLS/	Network	TCP connection log, NAT logging firewall,
	MSCHAPv2, PEAPv0/PEAPv1/EAP-		DHCP server, VLAN pooling, RADIUS
	PEAP/EAP-SIM/AKA/AKA'/FAST		attribute, VID VLAN per SSID per user,
	Hotspot WEB authentication		ePSK with VLAN assignment per PSK
Wi-Fi Quality of	WMM (packet marking either with 802.1p	Network Tools	Wired or wireless remote packet capture,
Service	or IP DSCP), WMM-PS, U-APSD		logging, WAN speed test, ZapD, remote
	Multicast to unicast conversion		network connectivity tools
Service Availability	Critical network resource monitor with	Tunnel	L2TPv2, L2GRE, PPPoE
	SSID shutdown		
Fast Roaming	802.11k/r/v, OKC, cnMaestro-assisted roam	VLAN	802.11Q, max 4096
Guest	cnMaestro-hosted EasyPass portal	Management	HTTP/HTPPS web interface, SSH, Telnet
Access/Captive Portal	Multiple authentication methods supported	Interfaces	
Polla	to onboard guest user:	IP	IPv4, IPv6
	<ul> <li>Radius-based authentication</li> </ul>	Security	Rogue AP detection and termination (X),
	<ul> <li>Click-through with simple terms and</li> </ul>		WIDs/WIPs, DoS protection
	conditions acceptance		L2–L7 firewall with application visibility (X)
	<ul> <li>Social login using Google<sup>®</sup>, Facebook<sup>®</sup></li> </ul>		and control (X), DNS-based access
	<ul> <li>SMS-based authentication (X)</li> </ul>		control (X)
	<ul> <li>Voucher-based access</li> </ul>		ACL and AirCleaner tools
	<ul> <li>Microsoft<sup>®</sup> Azure AD and Google</li> </ul>	Services	Wi-Fi calling control, NTP, Syslog, DNS
	<ul> <li>Workspace<sup>®</sup> (X)</li> </ul>		proxy, SNMP traps, SNMPv1, SNMPv2c,
	<ul> <li>Sponsored guest access (X)</li> </ul>		SNMPv3, TCP and DNS logging
	<ul> <li>Self-registration access (X)</li> </ul>	API	RESTful management and statistics API via
	cnMaestro API support for external captive		cnMaestro X, presence location push API
	portal integration		
	802.11u, Hotspot 2.0		
Accounting	RADIUS accounting, multiple AAA		
	ncluded in subsequent firmware releases.		

\*Some features will be included in subsequent firmware releases.

Standards		
Wi-Fi Protocols	Data Coding support 16/64/256/1024/4096-QAM	
Channel width support 5GHz and 6GHz band: 20/40/80/160 MHz TWT, Long OFDM Symbol, Transmit beam steering, Airtime Fairness, AMSDU, AMPDU, RIFS, STBC, LDF		
	IEEE 802.11 a/ac/ax/b/d/e/g/h/i/j/k/n/r/s/u/v/w	

#### Management

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Cambium Networks™

cnMaestro uses a distributed intelligence architecture with cloud-first management and edge-intelligent APs that self-optimize for the RF environment. cnMaestro delivers a single pane-of-glass management for Cambium broadband fixed wireless, cnMatrix Ethernet Switches, enterprise-grade Wi-Fi APs, NSE Service Edge, and residential service provider routers.

cnMaestro can be deployed on cloud or on-premises via a virtual machine.

To serve a growing market for advanced management and services functionality, Cambium Networks offers cnMaestro in two management tiers:

#### cnMaestro X

Paid subscription that includes:

- Advanced device management capabilities
- Deep packet inspection (DPI) application visibility and Control for 2,400+ apps
- RESTful management and statistics API
- Presence location push APIs
- Graphic reports
- Webhooks
- Cambium Care Pro for 24x7 technical support
- Accelerated access to L2 engineers and regular software updates

#### Assists

 Assesses the network's configuration and identifies weak security settings and proposes a fix to ensure the network configuration is up to the top security industry standards

#### X Assurance

- Helps to quickly identify network-wide connectivity issues by isolating every element of the client's lifecycle, either radio or network related
- Gives an overview quality index of the network and highlights each element's contribution to easily identify the worst offender
- Provides insight of probable causes and proposes fixes for the administrator to apply
- Provides individual client connectivity visibility throughout the entire lifecycle of its connection to easily identify each connection's result and highlight the failure reason, should there be any

#### EasyPass Portal with Additional Options

- Self-registration: Form-based access
- Sponsored guest: Guest ambassador-based access
- Paid access: Monetize the Wi-Fi access
- Microsoft Azure: Corporate user login
- Google Login: Web login using Google accounts

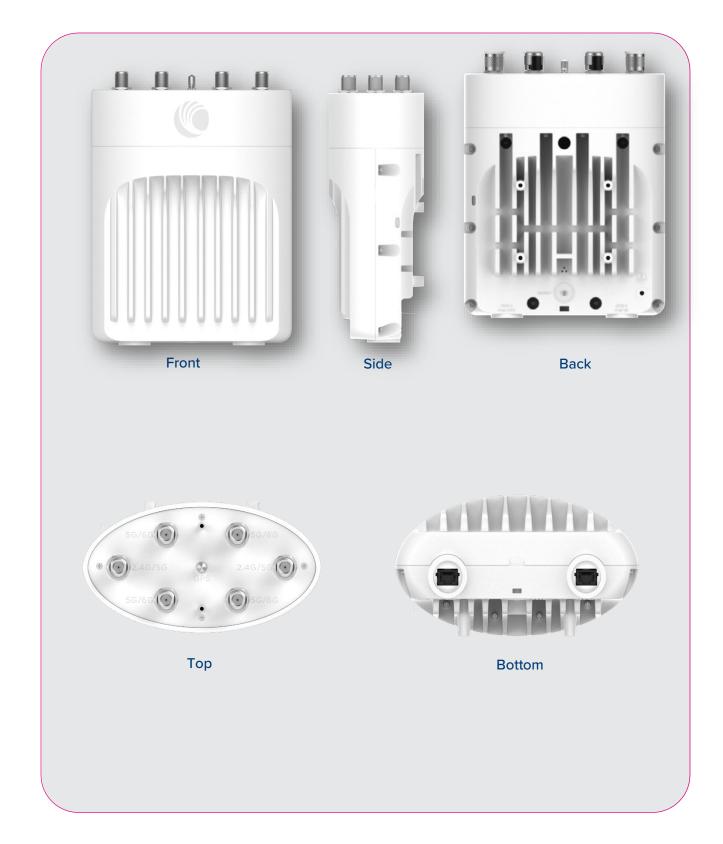
#### cnMaestro Essentials

License-free cloud management that delivers a disruptive total cost of ownership (TCO) for organizations of all sizes. Includes EasyPass for OneClick or voucher-based connection as well as WiFi4EU access.

# Find out more about cnMaestro









XE3-4TN Ordering Information				
XE3-4T	Regulatory Model			
XE3-4TN0A00-US	XE3-4TN Outdoor Wi-Fi 6E 4x4 SDR Access Point, 2.5 GbE, US			
XE3-4TN0A00-EU	XE3-4TN Outdoor Wi-Fi 6E 4x4 SDR Access Point, 2.5 GbE, EU			
XE3-4TN0A00-RW	XE3-4TN Outdoor Wi-Fi 6E 4x4 SDR Access Point, 2.5 GbE, 6 GHz radio disabled, RW			
XE3-4TN0A06-RW	XE3-4TN Outdoor Wi-Fi 6E 4x4 SDR Access Point, 2.5 GbE, 6 GHz radio enabled, RW			
XE3-4TN0A00-CA	XE3-4TN Outdoor Wi-Fi 6E 4x4 SDR Access Point, 2.5 GbE, CA			
C00000L141A	PoE, 60W, 56V, 10GbE DC Injector, Indoor, Energy Level 6 Supply, accepts C5 connector			
N00000L034B	PoE injector, 30.5W, 56V, 5GbE DC Injector, Indoor, Energy Level 6 Supply, accepts C5 connector			

Antenna Ordering Information*			
ANT-OM-1X1-05	Tri-Band 2.4 GHz/5 GHz/6 GHz, 5 dBi, omni-directional 1x1 antenna with N-male connector		
ANT-D30-2X2-02	Dual-band 2.4/5GHz 2x2 MIMO directional 60deg 6/7.5dBi		
ANT-D35-4X4-01	Dual band 5 GHz/6 GHz, 13 dBi, 35° beamwidth 4x4 antenna with N-female connectors, bracket included, cables		
	sold separately		
ANT-D60-2X2-02	Dual-band 2.4/5GHz 2x2 MIMO directional 30deg 11.5/14dBi		
ANT-D60-4X4-02	Dual band 5GHz/6GHz, 11dBi, 60 degree beamwidth 4x4 antenna with N-female connectors, bracket included,		
	cables sold separately		
ANT-GPS-01	GPS antenna		
ANT-CB-10MM-03	Antenna cable N-type M to M, LMR400, 3m, qty 1 cable		
ANT-CB-10MM-04	Antenna cable N-type M straight to N-type M Right Angle-LMR400, 3m, Qty 1 cable		

\*See XE3-4TN Antenna Guide for more details.

Download Antenna Selection Guide

cnMaestro X Ordering Information			
MSX-SUB-XE3-4TN-1	cnMaestro X for one XE3-4TN AP. Creates one Device Tier 3 slot. Includes Cambium Care Pro support.		
	1-year subscription		
MSX-SUB-XE3-4TN-3	cnMaestro X for one XE3-4TN AP. Creates one Device Tier 3 slot. Includes Cambium Care Pro support.		
	3-year subscription		
MSX-SUB-XE3-4TN-5 cnMaestro X for one XE3-4TN AP. Creates one Device Tier 3 slot. Includes Cambium Care Pro suppor			
	5-year subscription		



Cambium Care Orderi	ng Information
CCADV-SUP-XE3-4TN-1	Cambium Care Advanced, 1-year support for one XE3-4TN Wi-Fi 6/6E AP. 24x7 TAC support, SW updates,
	and NBD advance replacement for HW
CCADV-SUP-XE3-4TN-3	Cambium Care Advanced, 3-year support for one XE3-4TN Wi-Fi 6/6E AP. 24x7 TAC support, SW updates,
	and NBD advance replacement for HW
CCADV-SUP-XE3-4TN-5	Cambium Care Advanced, 5-year support for one XE3-4TN Wi-Fi 6/6E AP. 24x7 TAC support, SW updates,
	and NBD advance replacement for HW
CCPRO-SUP-XE3-4TN-1	Cambium Care Pro, 1-year support for one XE3-4TN Wi-Fi 6/6E AP. 24x7 TAC support and SW updates
CCPRO-SUP-XE3-4TN-3	Cambium Care Pro, 3-year support for one XE3-4TN Wi-Fi 6/6E AP. 24x7 TAC support and SW updates
CCPRO-SUP-XE3-4TN-5	Cambium Care Pro, 5-year support for one XE3-4TN Wi-Fi 6/6E AP. 24x7 TAC support and SW updates
CCADV-UPG-XE3-4TN-1	Cambium Care Advanced Add-on to cnMaestro X, 1-year support for one XE3-4TN. 24x7 TAC support, SW
	updates, and NBDS advance replacement for HW
CCADV-UPG-XE3-4TN-3	Cambium Care Advanced Add-on to cnMaestro X, 3-year support for one XE3-4TN. 24x7 TAC support, SW
	updates, and NBDS advance replacement for HW
CCADV-UPG-XE3-4TN-5	Cambium Care Advanced Add-on to cnMaestro X, 5-year support for one XE3-4TN. 24x7 TAC support, SW
	updates, and NBDS advance replacement for HW

#### LIMITED WARRANTY

Cambium Networks XE3-4TN Wi-Fi 6/6E Access Point includes

a 3-year hardware warranty.

#### **ABOUT CAMBIUM NETWORKS**

Cambium Networks enables service providers, enterprises, industrial organizations, and governments to deliver exceptional digital experiences and device connectivity with compelling economics. Our ONE Network platform simplifies management of Cambium Networks' wired and wireless broadband and network edge technologies. Our customers can focus more resources on managing their business rather than the network. We make connectivity that just works.

#### cambiumnetworks.com



## cnMaestro Quick Look

A simple, yet sophisticated Al-based network management system for Cambium Networks wireless and wired solutions.

- Elastic scalability in a single-pane-of-glass experience for Cambium's ONE Network
- Secure, end-to-end network management with zero-touch provisioning
- Simplified operations and ongoing maintenance for the network administrator

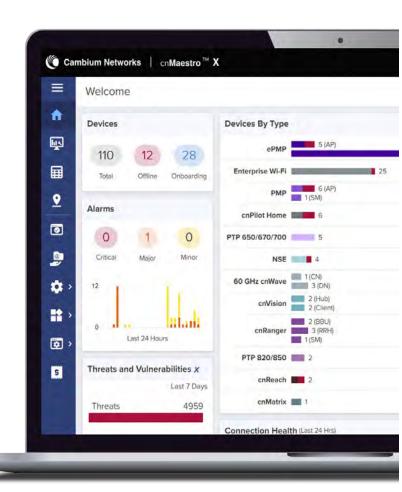


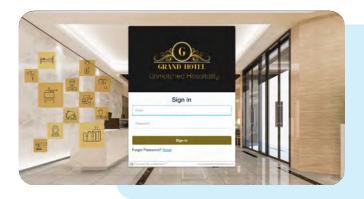
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-				Cloud Account Name: Cambium Networks Inc
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₽ ₽ ₽ ₽ ₽ ₽ ₽ ₽ ₽ ₽ ₽ ₽ ₽ ₽ ₽ ₽ ₽ ₽ ₽	Alarms Period: Last 24 Hours CRITICAL MAJOR MINOR	crimatrix NSE NSE PMP 1(AP) a 3(SM) criPilot Home 2 Connection Health Period: Last 24 Hours, Resolution: 1 Hour 100 100 100 100 100 100 100 10	<ul> <li>network: Wi-Fi, security, and SD</li> <li>Simple and easy fast time to prod</li> <li>Powerful Al-based troubleshooting a</li> <li>Flexible integration third party extens</li> <li>Includes Cambium with 24x7 L2 enging updates for cnMa</li> </ul>	EasyPass Onboarding (ePSK Cloud)     MarketApps Enhancements  for your entire Cambium switching, fixed wireless, -WAN y-to-navigate user interface for
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### Advanced Functionality in cnMaestro X

- X Assurance provides Al-powered analytics to identify and fix wireless network issues, helping IT admins improve user experience by proactively finding root cause of problems.
- EasyPass offers diverse Wi-Fi onboarding options for employees, guests, attendees, and IoT, featuring advanced captive portals and one-year client login history.
- Application visibility and control provides analytics and policy control for 2400+ applications at the Wi-Fi and WAN edge
- Advanced cnMatrix switch features including QinQ, Auto Device Recovery (ADR) and cable diagnostics
- Customizable MSP dashboard with ability to create different brands with multi-tier customizations including guest portals
- Consolidated MSP tenant statistics with ability to drill down to manage a specific tenant without impacting data from others. Support for up to 200 managed tenants.
- Restful APIs and Webhooks for integration with existing OSS/BSS systems and event monitoring
- Assists function scans device configurations to identify potential vulnerabilities and recommends improvements to save time troubleshooting.
- Long-term historical data retention: 2-year data for FWB and 1-year data for Enterprise and IIoT devices
- RADIUS, TACACS+, LDAP, and AD Login for user administration





cnMaestro X allows MSPs to create a custom branding experiences for their customers.

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### cnMaestro™ X Management System

## Key Functionalities

- Zero-touch provisioning: Create, provision, monitor and manage the entire network of wireless and wired devices from a single dashboard login with key performance metrics, alarms, and alerts. The cloud-first UI design is easy to learn and apply across the portfolio and helps network administrators simplify operations and deliver an optimal client experience.
- With centralized visibility and control for Cambium Networks' wireless and wired products, network administrators can quickly and easily deploy networks with minimal training. Whether you work on small sites or large distributed networks with thousands of sites, cnMaestro makes deployment and operations easy. Administrators have access to information needed to enforce policies and optimize performance. Remote support capability is integrated into the architecture, along with powerful help desk tools to debug remote issues without going onsite. Troubleshooting tools such as ping, traceroute, throughput, and live packet captures are included, dramatically reducing resolution times and enabling remote troubleshooting.
- Deployment flexibility and TCO: Choice of public cloud, private cloud, or on-premises deployment with best TCO. cnMaestro helps reduce operating costs and accelerate return on investment. cnMaestro does not require Wi-Fi controllers, thereby reducing the complexity and cost of deploying Wi-Fi networks.
- Built for scale and security at all levels: Devices connect to cnMaestro Cloud using SSL-enabling deployments without changes to the firewall configuration. Cambium Intelligent edge architecture enables fault-tolerant networks where the

network continues to operate even when the cloud is unreachable due to a WAN outage. With cnMaestro X, you can manage networks with up to thousands of sites, and up to 25,000 devices.

- Tailored views for enterprise, access and backhaul, and IIoT: The access and backhaul view provides visualization and control of devices from service provider towers to the network edge.
- Supports network hierarchy, enabling easy configuration, monitoring, and debugging at network nodes to reduce operational costs. This is especially critical for large networks or small distributed networks with small on-site IT staff.
- Provides a bird's-eye view of network health with insights on performance, connectivity, and client experience.
   Administrators can quickly identify potential trouble spots and drill down from network to client-level details.
- Extensible platform for managing third-party endpoints.
- cnMaestro X supports the following Cambium solutions:
  - >> Wi-Fi 6/6E/7 Access Points (APs)
  - >> cnPilot<sup>™</sup> E-series and R-series APs
  - )) Xirrus XD, XH, XA, and XR 11ac APs
  - » cnMatrix™ EX1000/2000/3000, and TX1000/2000 Series Switches
  - >> Network Service Edge (NSE)
  - >> cnWave<sup>™</sup> 60 GHz and 28 GHz
  - >> PTP (point-to-point)
  - >> PMP and ePMP<sup>™</sup> (point-to-multipoint)
  - >> PON
  - )) cnReach
  - )> cnRanger<sup>™</sup>

	Resources	Enterprise	Fixed Wireless	Enterprise and Fixed Wireless
cnMaestro On-Premises Server	8vCPUs, 16 GB RAM, 250 GB Hard Disk	10,000 Enterprise devices (Wi-Fi, cnMatrix, NSE)	20,000 Fixed Wireless devices (PMP, ePMP, PTP, cnReach, cnRanger)	10,000 total devices – Fixed Wireless and Enterprise (PMP, ePMP, PTP, PON, Wi-Fi, cnMatrix, NSE)
Requirements	16vCPUs, 32 GB RAM, 500 GB Hard Disk	25,000 Enterprise devices (Wi-Fi, cnMatrix, NSE)	40,000 Fixed Wireless devices (PMP, ePMP, PTP, cnReach, cnRanger)	25,000 total devices Fixed Wireless and Enterprise (PMP, ePMP, PTP, PON, Wi-Fi, cnMatrix, NSE)



## cnMaestro<sup>™</sup> X Management System

### Product Summary Features marked X require cnMaestro X subscription

#### Onboarding & Provisioning

- Zero-touch onboarding
- Template configuration
- Object configuration (enterprise)
- Claim PMP SMs associated with AP
- cnMaestro Installer installation summary upload (PMP & ePMP) X
- Mass provisioning for ePMP/PMP/cnWave 60 GHz (using LINKPlanner) **X**
- Webhooks support X

#### Network Services

#### • Branded tenant login page X

- Support for software-defined radios (SDR) on XV3-8, XE3-4, & XE5-8 Wi-Fi 6 APs
- ePSK Types
- ePSK Types
- o ePSK Local ePSKs are cached locally on the Wi-Fi APs
  - 2,000 per WLAN (Wi-Fi 6+)
  - 300 per WLAN (Wi-Fi 5)
- o ePSK RADIUS ePSKs are limited via external radius server **X**
- o ePSK Cloud ePSKs are unlimited & cloud managed (Wi-Fi 6+) X
- Personal Wi-Fi X
- Number of guest portals: 500 X
- EasyPass
- o One-click
- o Sponsored guest X
- o Voucher
- o Paid X
  - Payment gateway X
    - » PayPal
    - » IPPay
    - » QuickPay
    - » mPesa
- o WiFi4EU
- o Azure guest portal X
- o Google authentication X
- o Self-registration: SMS & email X
- o Onboarding  $\pmb{X}$
- o Combined options
- Max number of login events: Unlimited event records for 30 days X
- Max number of guest client sessions at a time: 10.000 X
- Max number of managed devices: X 25,000 for enterprise
- 40,000 for FWB
- Application visibility & control of over 2,400 different applications across the Wi-Fi access network X

#### Wi-Fi

- Simplified wireless LAN view
- Stateful firewall support
- Dynamic channel listing based on country, release, & SKU
- AP group & WLAN configuration
- Site support for collocated APs
- WIDS support X

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#### X Assurance X

- Client connection lifecycle monitoring & analysis
- Root cause analysis of connection & service failures
- Network-wide client health monitoring & scoring

**NOTE:** X Assurance is available in cnMaestro X Cloud, but not in cnMaestro X On-Premises.

#### **Troubleshooting & Forensics**

- Tower-to-edge view
- Technical support dump export
- Rogue AP detection
- Wi-Fi packet capture
- ePMP/PMP link test
  Cambium Care Pro 24/7 technical
- support, accelerated access to L2 engineers, & software updates/upgrades **X**

#### Security

- Communication over SSL
- No Inbound internet access
- Not-in-traffic path
- Disaster recovery

#### Deployment

- Cloud-hosted, delivered as a service
- Customer-hosted VMware OVA
- Amazon Marketplace AMI

#### Visualization

- Full Visibility across network
- Supports ePMP, cnMatrix, enterprise & residential Wi-Fi, PMP, PTP, cnReach, cnRanger
- Multiple product views
- o Access & backhaul view o Enterprise wireless view
- o Industrial internet view
- Hierarchical device tree
- PMP/ePMP sector display
- Spectrum analyzer: PMP X
- cnWave 60GHz Interference Scan X

#### **Configuration & Monitoring**

- Redundant cloud services
- Scheduled system backup
- Automatic bulk software update
- Dedicated device dashboards
- Statistics & trending
- Email alerts
- Supporting concurrent device jobs  $\pmb{X}$
- Configuration lock X
- Managed service provider accounts X
- Support for up to 200 accounts
  High availability (1+1) for On-Premises X
- Monitor Wi-Fi performance from client
   or AP to cnMaestro (On-Premises
   NMS; Cloud NMS N/A) X
- Assists for cnMatrix, Wi-Fi, cnPilot-R, PMP, ePMP, cnWave 5G Fixed, & PTP 670/700 X

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#### Data & Reporting

Administration

Statistics reports exported in CSV

Long-term data retention X

Management users: 200 X

Advanced troubleshooting X

NMS; Cloud NMS - N/A)

NMS; Cloud NMS - N/A)

• cnWave 60 GHz MAP features

Open ID/SAML authentication X

· Zero-touch remote provisioning

Policy-based automation (PBA)

MAC lists & location services for PBAX

• Cambium Sync on TX series

on EX2000/EX3000

Automated voice VLAN

Auto-device recovery

Network Service Edge (NSE)

• WAN flow preferences

DHCP/RADIUS/DNS services

• LAN vulnerability assessment

• WAN failover policy & IP groups

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Granular content filtering

Cable diagnostics X

• PBA on EX1000 X

Site-to-site VPN

Load balancing

High Availability

• WAN QoS

• Firewall

DHCP client/server

Assists X

• QinQ X

Advanced monitoring X

o Auto-manage route

Self-Service Personal Wi-Fi

o Session management

o 1 year for enterprise & IIoT

o 2 years for FWB

• Role-based access

Auto-provisioning X

o Audit loas

MarketApps X

**cnMatrix** 

Managed Wi-Fi

- Export UI tables in CSV or PDF X
- RESTful monitoring/provisioning APIX
  Graphical reports X

RADIUS, TACACS+, LDAP, & AD login X

o User authentication (On-Premises

o Audit syslog & event syslog (On-Premises

o Extensive network map RF link visualization X



## cnMaestro<sup>™</sup> X Management System

### cnMaestro X Part Numbers

Tier		Product	cnMaestro X Subscription SKU
Free Tier	ePMP Hotspot	1000 Hotspot	No subscription needed
	cnPilot Home	All R-Series APs	
	cnRanger	All SM Models	
	cnVision	MAXr, MAXrp, MICRO, MINI	
	cnWave 60 GHz	All Client Nodes	
	ePMP	All SM Models	
	PMP	All SM Models	
Tier 3	Enterprise Wi-Fi	All cnPilot E-Series, XE/XV/X7-Series and Xirrus (AOS) APs	MSX-SUB-[Model]-1/3/5*
Tier 5	60 GHz cnWave	All Distribution Nodes	MSX-SUB-T5-1/3/5
Tier 6	cnWave 5G Fixed	All CPE Models	MSX-SUB-T6-1/3/5
Tier 7	cnWave 5G Fixed	All BTS Models	MSX-SUB-T7-1/3/5
Tier 20	cnMatrix	All cnMatrix Switches	MSX-SUB-[Model]-1/3/5*
Tier 21	cnVision	FLEXr, HUB360	MSX-SUB-EPMP-1/3/5
	ePMP	All AP Models	
Tier 22	PMP	All AP Models except 450m and 450mv	MSX-SUB-PMP450i-1/3/5
Tier 23	PMP	450m	MSX-SUB-PMP450m-1/3/5
Tier 24	cnRanger	All BBU Models	MSX-SUB-PTP-1/3/5
	cnReach	All cnReach Models	
	PTP	All PTP Models	
Tier 30	NSE	NSE 3000	NSE-SUB-3000-1/3/5**
Tier 60	RV22 Home Mesh	RV22	RV-SUB-22-1/3/5**

\*cnMatrix Switches and Wi-Fi APs:

These products use model-based SKUs for subscription.

For Wi-Fi access points, the corresponding cnMaestro X SKU follows a specific format:

The base part of the SKU will be ""MSX-SUB-"" followed by the model name of the access point (e.g., XV2-21X). The ending part will be ""-1/3/5"", indicating the subscription term duration (1, 3, or 5 years). Similarly, for cnMatrix switches, the cnMaestro X SKU follows the same format based on the switch model name (e.g., EX3024F)

For example:

The SKU for 3-year cnMaestro X subscription for XV2-21X AP and a 5-year cnMaestro X subscription for an EX3024F switch would be:

SKU	Description
MSX-SUB-XV2-21X-3	cnMaestro X for one XV2-21X AP. Creates one Device Tier3 slot. Includes Cambium Care Pro support. 3-year subscription
MSX-SUB-EX3024F-5	cnMaestro X for one EX3024F. Creates one Device Tier20 slot. Includes Cambium Care Pro support. 5-year subscription

\*\* Unlike other products, NSE3000 & RV22 devices need a subscription to be used on either cnMaestro X or cnMaestro Essentials.

## cnMaestro<sup>™</sup> X Management System

•	Devices	Devices By Type	3cm 110
		592	
	110 12 28 Test Office Crosseting	Enterprise Wi-Fi	
	naw Unine Uncontany		
2	Alarms	enPliot Home 6	
۵	0 1 0	PTP 650/670/700	
2	Critical Major Minor	NSE .	
	12	60 GHz cnWieve	
***		crWalan 2 (Creen)	
<b>o</b> ,	bellet 24 Hours	2 (88.)) coRanger 2 (88.) 2 (88.) 1 (5M)	
	Threats and Vulnerabilities x	PTP 820/850 2	
3	List 7 Days	cnReach	
	Threats 4959	enMatrix 📰 1	
		Connection Health Last 34 Hst	 Resolution The

#### **GET STARTED** at

cloud.cambiumnetworks.com

#### Free 90-day trial of cnMaestro X:

cambiumnetworks.com/cnmaestro-x

#### ABOUT CAMBIUM NETWORKS

Cambium Networks enables service providers, enterprises, industrial organizations, and governments to deliver exceptional digital experiences and device connectivity with compelling economics. Our ONE Network platform simplifies management of Cambium Networks' wired and wireless broadband and network edge technologies. Our customers can focus more resources on managing their business rather than the network. We make connectivity that just works.

#### cambiumnetworks.com

## **USE DNS AS A CYBER DEFENSE**

DNS is a critical component of internet infrastructure. **Roughly 80% of threats use DNS** during an attack, making it an incredibly effective part of your cyber defense.

Stop threats **BEFORE** they enter your network using DNS by identifying the query and stopping the response. *DNSFilter uses proprietary machine learning to analyze and re-analyze websites to keep up with the ever dynamic world wide web.* Over 260 million domains categorized across 40 content categories and 9 threat categories. We block 9 million threats daily using DNS.

#### **SPEED, THE BACKBONE OF THE INTERNET**

DNS is expected to be fast and reliable—DNSFilter provides that and more. DNSFilter has the world's fastest Dual Anycast Network with global distribution across 69 cities and 48 countries. You could be doing anything on the Internet, we'll make whatever it is happen faster.

POSSIBLY THE EASIEST SECURITY SOLUTION TO SET UP

Setup in <1 hour 🛛 → Start Blocking in Minutes 🚽

### **175+ SERVERS**

Section F. Item 2.

in over **89** DATACENTERS across **69** CITIES in **48** COUNTRIES worldwide

## **FASTER THAN THE REST**

	00
न्त्र	k
-3%	

### **THREAT IDENTIFICATION ACCURACY** 61% of the threats we identify, other threat

intelligence systems don't.



### FASTEST NETWORK IN NORTH AMERICA

Our queries take just 6.67 ms - faster than Cloudflare, Cisco, and Google.



#### **CATCH ZERO-DAY THREATS**

We catch new threats roughly 10 days before traditional threat feeds.



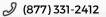
68% of our customers are up and running in under a week.

## **DNSFILTER MAKES A BIG IMPACT**



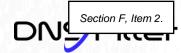
**GET IN TOUCH** 

⊕ dnsfilter.com



🖂 sales@dnsfilter.com

## **DNSFILTER FEATURES**



## 

Increase security and boost productivity with AppAware's application blocking and usage intelligence features. One-click blocking of the 100 most high-risk applications. Plus, intelligence reporting and insights into the usage of the applications throughout your organization so you can make data-driven decisions.

## **O DATA EXPORT**

Our Data Export feature allows customers to export data from DNSFilter to another tool in near real-time. This external tool can be a data store, data visualization service, analytics service, logging service, and more. This ability opens a whole new world of custom integrations and data analysis that can help customers with decision making, network troubleshooting, and building extensions on top of the core DNSFilter features.

## SINGLE SIGN-ON (SSO)

Our SSO feature enables you to securely access your DNSFilter account with a single click by taking advantage of third-party identity providers like Okta and Azure AD that support the OpenID Connect (OIDC) protocol.

## **ACTIVE DIRECTORY INTEGRATION**

It's easier to manage policies when you can use what you already have in place. Our Sync tool gives you the ability to directly integrate with Active Directory and Azure Directory. We provide an automatic full sync of both security and dynamic groups, supporting up to 500,000 users.



## **ADVANCED REPORTING**

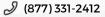
Uncovering anomalies, monitoring network behavior, discovering who wins "the-most-likely-tovisit-a-phishing-site" award - those are a few of the outcomes when you leverage DNSFilter's advanced reporting. You'll have access to scheduled reporting so you can stay on top of the big picture, but also drill into the finer details. Discover trends among your customers and don't miss a surge in suspicious behavior.

## **INTEGRATIONS**

Perform automated tasks based on events happening on your DNSFilter account with our Zapier integration or dedicated API. Initiate workflows and send DNS data to over 3,000 applications in Zapier and beyond. Get automated alerts when customers encounter a deceptive site, hit a block page, or when an administrator adds (or removes) a new Roaming Client. Our integration capabilities help you manage repetitive tasks by setting up automation to handle events you need to monitor.

## MALICIOUS DOMAIN PROTECTION

Stop threats 10 to 50+ days faster using machine learning to analyze DNS queries to determine how likely they are associated with a malicious host. Malicious Domain Protection's classifier was trained using over 16 million queries.



# SignalRoam

## Eliminate Cellular Coverage Issues with SignalRoam

SignalRoam is an innovative carrier-integrated service designed to eliminate poor cellular coverage within buildings by utilizing your existing Wi-Fi infrastructure. This solution is ideal for chief technology officers and administrators of campus networks in hospitals, schools, universities, and hospitality venues.

## **Seamless Connectivity**

SignalRoam enables subscribers of multiple mobile services to connect securely and seamlessly to a single network without compromising security. This eliminates the need for users to manually connect to public Wi-Fi networks, thereby reducing security risks while increasing visitor overall satisfaction. Currently AT&T and T-Mobile are supported with more to come in 2024.

## Leverage Existing Wi-Fi Infrastructure

By leveraging your robust existing Wi-Fi network, SignalRoam ensures that mobile service for your staff, guests, or students is as strong as the nearest Wi-Fi access point. This approach negates the need for additional funding for expensive equipment, antennas, installation, or ongoing support.

## **Cost-Effective and Easy to Implement**

SignalRoam offers a flat service fee per building, which includes:

- Configuration of your existing network
- Approved connections to all carriers and mobile network operators supported by SignalRoam
- Authentication and transport infrastructure
- A comprehensive dashboard to view usage statistics

# Immediate Deployment and Affordable Solution

SignalRoam provides an effortless and cost-effective solution to your cellular coverage issues, with an immediate deployment schedule. Enhance your campus network today with SignalRoam and ensure seamless, secure, and robust mobile connectivity for all users.

### **Unified Connectivity for Visitors**

- Secure Authentication: Securely connect visitor smartphones using existing Wi-Fi networks, with no additional equipment needed.
- Carrier Integration: Wi-Fi calling and Passpoint® adoption ensure immediate service improvement and reduced complaints.

### Comprehensive Solution Suite

- Robust Reporting: Access detailed usage reports, internal alerts, and 24/7 NOC support through our online portal.
- High Security: Passpoint® standard provides security equivalent to cellular networks, with automatic, seamless connections.

### Effortless Implementation

- Quick Setup: Configure Passpoint in 30 minutes, followed by a network optimization call.
- Wi-Fi Calling Optimization: Enable fast roaming and validate IPSec tunnels for secure, seamless connectivity.

Section F, Item 2.

# straightforward Convenience With power over ethernet. Meet solis energy's LPT 148.



Sometimes the best location for an installation is at the top of a light pole. Our LPT 148 not only eliminates the need to run wires up and down the pole for power, but also converts grid power to Power over Ethernet. Two PoE inputs allow you to run multiple devices simultaneously without the expense and difficulty of installing either an AC outlet, a separate PoE injector, or both for each device. The LPT can be installed on any electric light fixture with a standard photocontrol light sensing receptacle and doesn't interfere with normal operation of the light fixture. Great for use with surveillance cameras, traffic monitoring devices, Wi-Fi radios, and more.

## LPT 148 WITH DUAL PoE



## **FEATURES**

- True Universal AC Input 85-305 VAC
- 2 PoE Ports, Mode B
- Integrated Surge Protection
- Simple Twist-Lock For Error Free Installation
- No Interference With Photocontrol Operation
- Wide Operating Temperature (-20°C to 60°C)
- ANSI C136.41 7-Pin Dimming Photocontrol Connector



## **APPLICATIONS**

- Surveillance Cameras
- Wi-Fi Hotspots
- Wireless Communication Equipment 5G, CBRS, Private LTE
- Environmental Sensors
- Smart City Devices
- Traffic Management Devices



## **POWER WHEN YOU NEED IT.**

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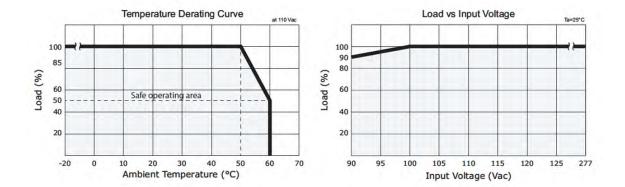
## LPT148 POWER TAP ADAPTER

INPUT	•	Host Connector: ANSI C136.41: 7-Pin Dimming Photocell Connector
OUTPUT	٠	PoE Ports: 2   Data Ports: 2   Output Voltage: 48 VDC
	٠	Data Lines: Pair 1 - Pins 1/2   Pair 2 - Pins 3/6
	•	PoE Power Pinout: Pos VDC - Pins 4 / 5   Neg VDC - Pins 7 / 8
	•	Maximum Output @ 50C: 70W   Maximum Output @ 60C: 35W
ENVIRONMENTAL	•	Operating Temperature: -20 – 60 °C   Storage Temperature: -40 – 85 °

#### Ε AND PROTECTION

- 85 °C - 60 °C | Storage Oper ng mpe mp
- Short/Over Circuit Protection: Hiccup, Auto Recovery •
- Over Voltage Protection: Clamped by TVS •

Parameter	Conditions/Description	Min	Typical	Мах	Units
Voltage		90		305	VAC
Frequency		47		63	Hz
lanut Ourrant	at 115 VAC, Full Load		1.5		A
Input Current	at 230 VAC, Full Load		0.7		A
Inrush Current	at 230 VAC, Cold Start		50		A
Leakage Current	at 277 VAC			3.5	mA
	at 110 VAC			0.24	W
No Load Power Consumption	at 230 VAC			0.30	W



Section F, Item 2.

0|0| |0|0

ENERGY

# DEPENDABLE. PRACTICAL. VERSATILE.

## MEET SOLIS ENERGY'S UNINTERRUPTIBLE POWER SUPPLY UPS12090 SERIES

**It pays to expect the unexpected.** With the help of Solis Energy's Uninterruptible Power Supply (UPS), your grid-powered applications will have reliable battery backup power preventing an unplanned outage. In the event of a blackout, brownout or power dip, our UPS will keep your devices on short-term power until regular grid power is restored. The UPS is a fitting solution for critical applications such as security & surveillance systems, wireless networks, and industrial control systems installed in areas prone to harsh weather events, and any installation where continuous power is not only needed, but necessary.

## UNINTERRUPTIBLE POWER SUPPLY



### **FEATURES**

- Universal AC input (85 to 265 VAC)
- Operating Temperature (-20 to 60 °C)
- Hydraulic-Magnetic Breakers
- Powder Coated Aluminum Enclosure
- Clean DC Power Output
- Online Battery Connection Zero Transfer Time
- Alarm Contacts



## **APPLICATIONS**

- Surveillance Cameras
- Wireless Communication Equipment 5G, CBRS, Private LTE, WiFi
- Emergency Call Boxes and Mustering Stations
- Obstruction Lighting
- Access Control Devices
- SCADA Systems



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Rev 24.2

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# **UPS12090 SERIES**



		UPS12090-B		UPS12090-C		UPS12090-E		
	Model Number	UPS12090-B 12A1	UPS12090-B U1A1	UPS12090-C 24A1	UPS12090-C 31A1	UPS12090-E 31A2		
	System Nominal Voltage	12 VDC						
OVERVIEW	Туре	Online Industrial UPS						
	Total Weight (lb)	21.8	36.0	71.0	86.5	161.0		
	Alarms			C OK, Low Batter				
	Maximum Load	90W						
ESTIMATED	90W	1.4 h	3.3 h	8.3 h	10.3 h	20.6 h		
	80W	1.6 h	3.7 h	9.3 h	11.6 h	23.2 h		
	70W	1.9 h	4.2 h	10.7 h	13.3 h	26.5 h		
	60W	2.2 h	5 h	12.5 h	15.5 h	31.0 h		
BACKUP AT	50W	2.6 h	5.9 h	14.9 h	18.6 h	37.2 h		
LOAD WATTAGE (HOURS)	40w	3.2 h	7.4 h	18.7 h	23.2 h	46.4 h		
	30W	4.3 h	9.9 h	24.9 h	31.0 h	61.9 h		
	20W	6.5 h	14.9 h	37.4 h	46.4 h	92.9 h		
	10W	13.0 h	29.7 h	74.7 h	92.9 h	185.8 h		
	Voltage Range AC	1		90 - 264 VAC				
	Frequency Range			50-60 Hz				
INPUT	Efficiency (Typical)			88.00%				
	AC Current (Typical Max)	2.5A @ 115 VAC, 1.5A @ 230 VAC						
ουτρυτ	DC Voltage	İ		13.8 V				
	Load Max Current	7.6 A						
	Battery Max current	4 A						
	Total Output Power	160 W						
	Load % @ 45°C	100%						
	Load % @ 70°C	50%						
	Input Protection Device	Hydraulic-Magnetic Circuit Breaker						
	Battery Protection Device	Hydraulic-Magnetic Circuit Breaker						
PROTECTION	Load Protection Device	Hydraulic-Magnetic Circuit Breaker						
	Battery Low Alarm Voltage	All VDC						
	Battery Cutoff Voltage	10 VDC						
	Working Temperature	-20°C - 70°C (with derating)						
	Working Humidity	20% - 90% RH non-condensing						
ENVIRONMENTAL	Storage Temperature	-20°C - 85°C						
	Storage Humidity	10-95% RH non-condensing						
	Dimensions (H x W x D) (in)	18.2 X 11.7 X 8.2		27.8 X 1		28.0 X 17.4 X 15.		
	Weight, Empty (lb)	8.0		14.0		21.0		
	Weight, with Controller (lb)	13.0		19.0		26.0		
	Material	AL5052-H32 Aluminum Alloy						
	Finish	Polyester Powder Coat						
ENCLOSURE	Locking Mechanism	Stainless Steel Draw Latch with Padlockable Hasp						
	Hinge	Door Length Stainless Steel Plaw Each with Padiockable Hasp						
	Cable Ingress / Egress	1/2" NPT Polyamide Cord Grips						
	Environmental	NEMA 3R - Field Upgradable to NEMA 4X						
	Mounting	Pole / Wall / Truss Tower						
	Battery Bank (Wh)	122.4	330	830.4	1032	2064		
	Array Voltage (Nominal)			12 VDC				
	Array Capacity @ C5	10.2	27.5	69.2	86	172		
BATTERY	Chemistry	10.2		A - Absorbed Glas		172		
ARRAY	Quantity	1	1	1	1	2		
	Weight, Total (lb)	8.8	23.0	52.0	67.5	135.0		
	Weight, Each (lb)	8.8	23.0	52.0	67.5	67.5		
	theight, Each (D)	0.0	25.0	JZ.U	07.5	07.5		

Note: The information contained herein is subject to change without notice.

## POWER WHEN YOU NEED IT.

## Assembly and Staging Examples from Previous Deployments



Fig 1



Fig 2



Fig 3



Fig 4



Fig 5



Fig 6



Fig 7



Fig 8





Fig 1 – Staging Wi-Fi Aps to Pole Mounts ExampleFig 2 – Staging Power and Cabling for Pole Mounts ExampleFig 3 – NEMA Enclosures to Cambium Staging ExampleFig 4 – Waterproof Ethernet Cabling Assembly ExampleFig 5 – Digital Asset Tagging and Inventory ExampleFig 6 – Base pole staging assembly ExampleFig 7 – Staging and assembly ExampleFig 8 – Point to Multipoint and Back Haul Staging ExampleFig 9 – NEMA Enclosure Staging ExampleFig 10 – Non Penetration Roof Mast for Point to Multi-Point Back Haul Example

Fig 10



## **Provision of Internet Services in the Juneau Maritime Industry Zone** for the City & Borough of Juneau

**CBJ RFP 25-190** 

December 19, 2024



**Snowcloud Services, LLC** 

PO Box 33957 Juneau, AK 99803 (907) 789-7777 (IT) 2760 Sherwood Lane Suite 2B Juneau, AK 99801

(907) 789-0048 (Internet)

https://snowcloudservices.com/

**Authorized Company Representatives:** 

Chris Ruschmann, Owner chris@scsalaska.net

Mark Luchini, Owner mark@scsalaska.net

12/19/2024



RFP 25-190 Review Committee c/o Mary Johns, Buyer City and Borough of Juneau 155 Heritage Way Juneau, AK 99801

Dear Members of the RFP Review Committee,

Last year, Juneau welcomed a record-breaking 1.68 million tourists. Snowcloud Services, LLC (SCS) is ready to address the connectivity challenges posed by this influx of visitors by delivering a comprehensive, turn-key public Wi-Fi solution for the 2025 visitor season. Our goal is to enhance the connectivity experience for both residents and tourists, ensuring seamless communication and a more enjoyable stay in our beautiful city.

As Juneau's leading and Southeast's largest fixed-based wireless internet provider, SCS is uniquely qualified to deliver a solution meeting the RFP requirements quickly, efficiently, and cost effectively. Based locally since 2010, we offer 24-hour support and have extensive experience managing networks for mid-to-large organizations in similar high-subscriber-density tourism-based environments like Hoonah's Icy Strait Point. Our proven track record of reliable performance and efficient project delivery makes us the ideal partner for this initiative.

For our proposal we have partnered with industry-leading radio equipment manufacturer, Cambium, and local construction and engineering resources, Alaska Electric LLC, Chatham Electric, and Pacific Alternatives LLC, who are experienced with the existing local downtown infrastructure. We are confident our system will be live before the first ship arrives.

As a company and as locals, we appreciate the opportunity to enhance connectivity in Downtown Juneau and create a true win-win for our community. This project not only addresses a critical seasonal challenge but also reflects the innovative spirit that has made Juneau a premier tourist destination. We look forward to delivering a solution that upholds the city's gold standard for visitor experience and reinforces its place as a leader in Alaskan tourism.

SCS acknowledges Attachments A, B, and C; Exhibit A; and Addendum 1 through 4.

Regards,

Chris Ruschmann, Owner Snowcloud Services, LLC



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#### UNDERSTANDING AND METHODOLOGY

#### **Understanding of the Project**

The project aims to provide wireless internet services to visitors in the Maritime Industry Zone (MIZ) of Downtown Juneau. The goal is to augment the existing wireless infrastructure (such as cell phone networks) to relieve congestion on carrier-specific licensed frequencies by creating a public Wi-Fi network operating on open access unlicensed frequencies. This network will be a unique public-private partnership between the City and Borough of Juneau (CBJ) and the selected provider. CBJ will fund the construction and operation of the Wi-Fi network and grant access to public infrastructure, such as existing conduits and light poles, to a private entity. For this arrangement to be successful, the selected provider must be engaged, responsive, and responsible, well-versed in current and future RF conditions of the MIZ, adaptable to changing technologies, and able to provide reliable service for what will become a critical piece of infrastructure.

Snowcloud Services, LLC (SCS) has been providing internet services to businesses and residents in the MIZ for over a decade. SCS supports many clients, including Juneau Trading Company, Juneau Tours, Alaska Marine Lines, Red Dog Saloon, The Senate Building, Merchants Wharf, The Four Points, The Baranof Hotel, The Ramada, The Juneau Hotel, and various other businesses in the heart of the MIZ. In addition to internet services, SCS has designed Wi-Fi solutions for these clients. Reliable public Wi-Fi for citizens and visitors has been an issue we have addressed and resolved for many businesses in the MIZ.

Imagine a guest connecting their iPhone after disembarking from the Carnival Spirit, walking to Trove while Face Timing a loved one, or getting directions to Amalga Distillery as they continue down Franklin Street past the Juneau Mining Company to the Red Dog and on to George's Gifts, all while staying connected. This has been a dream scenario for years, and SCS understands the need for such a system, witnessing it every day.

Although the system is intended to support casual usage, the technology and equipment SCS will employ can form the foundation for a more integrated and efficient MIZ. Reliable public Wi-Fi is the primary goal, but SCS shares CBJ's vision that such a system could evolve to serve as a transport mechanism for other services in the future, such as cameras, IoT devices, utility meters, remote relays, parking meters, and cellular offloading using Passpoint technologies. SCS will build a wireless network using Layer 3 technologies such as MPLS, VPLS, and VXLAN overlays. This will isolate different types of traffic, creating a secure environment for multi-tenancy. Using Layer 3 technologies enables SCS to build a highly resilient network that can reroute traffic in case of node failures, which can and will occur throughout the lifecycle of the network.



SCS understands the tight window for implementing this project, with the 2025 cruise ship season fast approaching. Being local and having all necessary resources within the MIZ for installation and ongoing maintenance sets SCS apart from other vendors. SCS is ready to start immediately.

## Challenges

Schedule: The tight timeframe is a significant challenge in completing this project before the 2025 season starts in April. Fortunately, SCS is local to Juneau, with a major presence in the Marine View Building located in the heart of the MIZ. We employ a staff of 13 internet service technicians, customer service representatives, and IT technicians, all here in Juneau, focusing on services in the downtown area. SCS can start this project immediately. With existing colocation agreements, we can begin deploying equipment in Zone A and Zone B with equipment currently on hand. Being local allows SCS to be flexible and reroute resources as necessary to stay on schedule despite inclement weather, shipping issues, and other surprises common in our remote area that can affect buildout schedules.

Hostile RF Environment: Another challenge is the hostile RF environment due to the extensive existing wireless infrastructure. Downtown's lack of underground utilities, aging building infrastructure with hazardous materials, and complex ownership issues have favored wireless/RF to support residents, businesses, and critical infrastructure. Without careful planning, design, and coordination, this project could recreate the congestion experienced on the cellular network. SCS has the local knowledge and ability to address these issues and minimize impacts on existing critical wireless infrastructure. SCS supports most of the wireless infrastructure in the MIZ today through its Snowcloud Internet Service and IT support for various businesses. This local expertise sets SCS apart.

Unforeseen: SCS's support for so many of the businesses downtown speaks to another challenge: the unknowns of installing equipment throughout the MIZ. However, with SCS's unique knowledge of the area and the issues that can arise, the challenges are minimal. Our team has in-depth knowledge of every light pole, building, dock structure, conduit, and cable run in the MIZ. Only a truly local Juneau company can have that kind of knowledge.



## How We Will Do It



Proposed Radio layout

SCS will deploy carrier-grade equipment from top-tier manufacturer Cambium to provide internet access over 802.11 Wi-Fi in the 2.4 GHz, 5 GHz, and 6 GHz bands. The Wi-Fi network will be supported by a 60GHz meshed backhaul system for resiliency and capacity, maintaining high availability and uptime. The access point placement, antenna selection, and frequency coordination will be designed to deliver performance in the high-density and hostile RF environment of downtown Juneau. SCS plans to provide at least 1 Gbps of capacity at every location. SCS will provide multiple points of entry to the network, ensuring resiliency and selfhealing capabilities. This unique capability is made possible by our extensive downtown infrastructure.

A second unique capability of SCS is our ability to use real-time RF analysis from our existing wireless internet service and devices throughout the MIZ during construction and operation to optimize placement and performance. We constantly monitor and adjust to contend with interference and other issues in a congested RF space. SCS knows the RF space in the MIZ.



SCS will deploy a system using Cambium's cnMaestro management platform. The platform offers multiple filtering capabilities, including network, application, malware, and content filtering. The system uses the latest security methods and industry-standard technologies.

The system will have flexible scheduling capabilities to meet the dynamic cruise ship schedules. SCS's office in the Marine View Building, located in Zone A, will manage, maintain, and support the system through Snowcloud's existing operations. Additional staff will monitor and support the system.

## **Electrical Design, Permitting, and Construction**

SCS's selected node locations will require changes and additions to existing electrical infrastructure whether in a building, on a pole, etc. SCS also foresees the need for a well-documented system with traditional O&M style as-builts for any electrical modifications made to CBJ infrastructure. As such SCS has retained the engineering and construction administration services of Devon Kibby, PE at Pacific Alternatives LLC (PAL).

During the early design phase PAL will work with SCS to create and present a conceptual electrical design outlining electrical modifications and pole concepts (for attachment approval by CBJ). PAL and SCS will meet with CBJ and its departments such as Community Development, Engineering, Streets and Fleets, and Docks and Harbors to coordinate and gather feedback. PAL will obtain and update existing CBJ plan sets (e.g. Downtown Street Improvements – Phase 1, Phase 2, and Phase 3A, Port of Juneau Cruise Ship Berths (2013), Cruise Ship Terminal Staging Area Improvements Phase II (2013), Downtown Sea Walk – Bridge to Gold Creek (2016), Downtown Sea Walk – Miner's Cove to Franklin Dock (2013), etc. These revised plan sets will be submitted to the CBJ CCD for permitting. SCS, PAL, and selected electrical contractors, Alaska Electric and Chatham Electric, will also apply for and obtain other necessary permits such as ROW, traffic, etc.

SCS/PAL intends to apply for multiple building permits across the MIZ, as broken down by project sub-area, e.g. per lighting load center area. This parallelized permitting will allow SCS and its contractors to commence installation of "low hanging fruit" immediately while working through design challenges that arise in other areas.

SCS/PAL will oversee the work of Alaska Electric and Chatham Electric. PAL will provide construction administration services and create electronic as-built drawings to compile an O&M package. The drawings will be important to design and estimate future upgrade costs should the wireless system be upgraded to provide services/transport for critical communications (e.g. security cameras, fire and police communication, parking meters, etc.) (Said another way, the initial design intent for the public Wi-Fi system is to roll out quickly and cost-effectively to prove



out the concept. To accomplish the initial build out quickly the intent is to utilize as much existing infrastructure (wiring) as possible. That wiring is currently shared with other systems and is intended to be periodically turned off for tasks like routine maintenance. These outages, while short, may not be acceptable in the future if the Wi-Fi system is carrying critical communications.)

## **SCS** capabilities

SCS has a team ready to begin work immediately. As a local provider who has studied this issue for years, we have designed our solution internally and are fully prepared for installation. SCS has colocation agreements with many downtown businesses, enabling flexible and rapid deployment of equipment. We will adopt a "low-hanging fruit" approach to deploy access points and backhaul gear quickly. Our coordination with our electrical team for the installation of equipment on light poles will further expedite the build-out. Our extensive knowledge of the existing infrastructure in the MIZ will ensure efficient and expeditious installation.

## Schedule

If awarded this project, SCS will start electrical design and equipment procurement immediately. We anticipate receiving equipment by late January. Installation of backhaul equipment and access points will occur from January through the end of the project, with most work completed by March. Marketing materials will be distributed in March and early April, and the system will be activated as coverage is achieved in coordination with the CBJ.



## **MANAGEMENT PLAN**

## SCS Structure and Accountability

Snowcloud Services LLC (SCS) is a limited liability company based in Juneau. The company is led by two managing partners who oversee daily operations:

- Chris Ruschmann: Lead partner for internet and Wi-Fi services.
- Mark Luchini: Lead partner for IT support services.

These managing partners form the executive leadership team and make key decisions for the organization. SCS has a dedicated team managing The SnowCloud internet service, including executive leadership, Network Operations Center technicians, customer service representatives, technical support representatives, field technicians, and installers. This team handles the management and maintenance of all internet and Wi-Fi systems.

## How the Project Fits

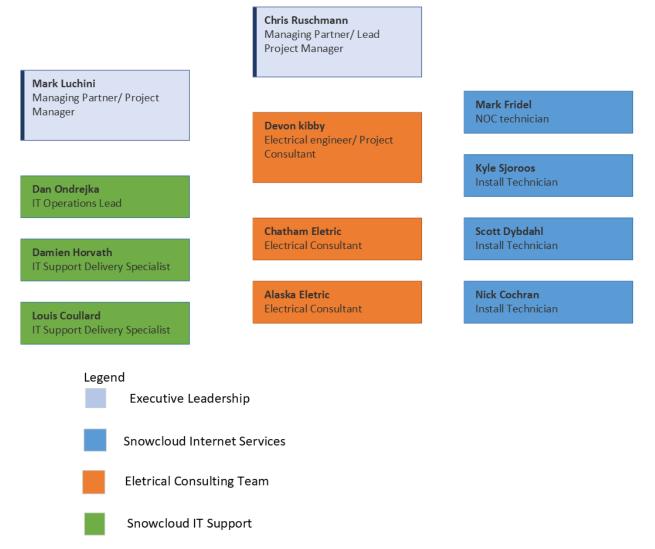
This project will integrate seamlessly into SCS's current organizational structure and daily operations. SCS has recently expanded its staff to support growth-focused projects and will dedicate specific personnel to managing the day-to-day operations of the MIZ Wi-Fi system. This includes 24/7 system monitoring and responding to support issues. For the initial installation SCS will subcontract local electrical contractors to provide power to equipment locations throughout the MIZ, while SCS technicians will handle the installation, tuning, and configuration of devices. Dedicated installation staff and electrical subcontractors will ensure the project is completed before the first cruise ship arrives in early April.

## **Management Approach to Contractual Negotiations**

SCS will provide services at a quoted price (per the price proposal section or, if selected, through negotiations). Contractual negotiations will be in good faith through open communication, adjustments, and a mutual understanding that all parties are working towards a collective goal.



## **Organizational Chart**



#### **Project Manager**

The project manager is **Chris Ruschmann**, managing partner of Snowcloud Services LLC. Chris will serve as the top-level decision-maker for the project's successful completion and will be regularly available to the City for any project-related issues.

## **Planned Work Strategy**

#### Phase 1 – Design and Procurement

Upon award, SCS will immediately mobilize the team, procure equipment, finalize design, and coordinate installation. SCS will meet with CBJ to discuss installation logistics and resolve any issues that may slow down the process later. SCS will work closely with the electrical consulting



team to design, permit, and schedule work for powering the equipment addressing any logistical issues that may need to be worked out. SCS will also coordinate the replacement of equipment on existing colocation structures.

## Phase 2 – Installation and Testing

The initial installations will focus on "low hanging fruit" within Zone A, where colocation space and electrical infrastructure are already in place. Concurrently, the electrical team will install power infrastructure on light poles to maximize coverage and identify any real-world RF issues quickly.

Throughout February, detailed on-site testing will create a real heat map of coverage for the zone. This testing will be ongoing to ensure system reliability and complete zone coverage. From our office in the MIZ, SCS will continuously test and monitor the system to ensure robustness and reliability.

As Zone A nears completion, plans to light up Zone B will begin. The installation process for Zone B will mirror that of Zone A, starting with "low hanging fruit" to quickly increase Wi-Fi coverage, followed by light pole installations to complete full zone coverage.

During the installation and testing phase, SCS will fine-tune the cnMaestro management system and engage with the city to refine reporting and management processes. The cnMaestro system offers robust reporting capabilities and management. SCS can provide the city with access credentials or deliver reports and statistics as required.

## Phase 3 – Pre-System Turn-Up

Before turning on the system for the public, marketing materials will be created and distributed throughout the MIZ. SCS will coordinate with the city to plan marketing efforts and potentially brand the Wi-Fi system to generate public interest.

## Phase 4 – System Turn-Up

Once the SSID is broadcast to the public, the system will be live. SCS will have dedicated staff monitoring and maintaining the MIZ Wi-Fi system. The SCS office in the MIZ will be staffed to address any issues promptly. SCS operates Monday through Friday from 8 am to 5 pm, with 24/7 network monitoring. Staff will regularly walk through the MIZ zones to test connectivity, and extensive indoor testing will ensure adequate signal levels without interfering with existing Wi-Fi infrastructure. This testing will be ongoing to ensure the system serves all users effectively.



## **EXPERIENCE AND QUALIFICATIONS**

## **Experience and Qualifications**

**Snowcloud Services LLC (SCS)** is based in Juneau, with an office located in the Marine View Center in the heart of the MIZ. As the largest Wireless Internet Service Provider in Southeast Alaska, SCS has been designing and operating wireless networks for over a decade, not only in Juneau but also across Alaska and Washington State.

We understand how to operate in harsh environments and meet the stringent requirements of systems like the one CBJ is seeking. SCS boasts extensive experience and a carrier-grade network throughout Juneau and Southeast Alaska. Additionally, we have the financial resources necessary to procure, install, configure, support, and maintain the system well into the future.

SCS has a strong record of successful contracts with the State of Alaska, consistently achieving high vendor scores. We manage thousands of wireless devices across the state and provide services to large organizations such as:

- Icy Strait Point
- National Park Service
- City and Borough of Juneau
- Various state agencies
- City of Hoonah
- SEARHC
- KTOO
- THRHA
- Four Points Juneau
- The Baranof Hotel
- Juneau Hotel and Frontier Suites
- Alaska Seaplanes
- Alaska Marine Lines
- Alaska Communications

## **Local Expertise and Commitment**

SCS is a proud Juneau-based company, employing 13 dedicated professionals focused on advancing technology use in our community. Our team includes several full-time positions capable of managing the technical and physical aspects of implementing and maintaining this project. With extensive experience in managing networks like the one proposed, we ensure a quick and reliable setup.

To further support this project and demonstrate our commitment to Juneau's economy and community, SCS will hire and train a new local full-time position. This addition will not only bolster our existing staff but also contribute to local job growth and economic stability. By



investing in local talent, we aim to enhance our ability to efficiently execute the project and provide continuous support.

Our local presence and expertise set us apart, ensuring that we are well-equipped to meet the unique needs of this project and deliver high-quality, reliable services to our community.

## **Relevant Projects**

## **City of Hoonah**

For over a decade, SCS has been the primary force behind leveraging communications to enhance services for the City of Hoonah. When faced with the challenge of tourism-induced congestion, SCS responded by installing access points throughout the city to provide Wi-Fi for visitors, effectively alleviating congestion in high-use areas. In addition, we established a comprehensive camera system throughout the harbors to enhance public safety and monitoring by the Harbor Master's office.

During the Covid-19 pandemic, SCS played a crucial role in keeping Hoonah connected. Partnering with the City of Hoonah, we mobilized our resources to install and provide internet service for all students and faculty within the school district, ensuring uninterrupted access to education.

Moreover, SCS's Snowcloud initiative has significantly boosted Hoonah's economy by providing broadband internet services where none previously existed. This connectivity has empowered local businesses, facilitated remote work and education, and attracted more visitors, contributing to economic growth and community development. The Snowcloud project has truly transformed Hoonah, bridging the digital divide and laying the foundation for a more prosperous future.

**Icy Strait Point**: From the very beginning, SCS has been integral in providing internet services and IT for Icy Strait Point, a major cruise ship port designed to support tourism operations in Hoonah, Alaska. This bustling destination can accommodate up to four large cruise ships daily, welcoming over 10,000 passengers.

For the past 12 years, SCS has meticulously developed and refined the Wi-Fi system for Icy Strait Point, ensuring seamless connectivity for both visitors and operations. Our team supports daily operations throughout the tourist season, ensuring that guests enjoy reliable internet access as they explore the port and its many attractions.

Meeting the ever-growing need for bandwidth at the port was no easy feat. SCS had to develop our own backhaul solutions to handle the increasing demand, not only for the port's operations but also for the seasonal employees essential to its functioning. Many of these employees are younger and rely on internet access for their daily lives, making it crucial to provide robust and reliable service. This challenge required innovative solutions and a commitment to continually upgrading our infrastructure to keep pace with rising demands.



Our ongoing support underscores our dedication to enhancing the overall visitor experience at Icy Strait Point and ensuring the needs of both guests and staff are met effectively.

**Mount Vernon Town and Country RV Resort**: At the Mount Vernon Town and Country RV Resort, SCS designed a state-of-the-art wireless system to serve 300 RVs using a direct pedestal design, ensuring users received the best possible experience. This involved creating and deploying a Fiber to the Pedestal (FTTP) system that feeds into dedicated access points. This innovative approach not only provides high-quality internet access for RV guests but also demonstrates a scalable solution. The success of this system at the RV resort illustrates its potential to be extended to harbors, ensuring robust and reliable connectivity for a wider range of users as part of this project.

## **Other Notable Projects:**

## Whittier Alaska Joint Norwegian and Huna Totem Port

SCS was entrusted with the design and implementation of networking infrastructure for a new port of call in Whittier, Alaska. Our team collaborated closely with Norwegian Cruise Line network engineers, local system integrators, and Huna Totem Corporation to deliver a world-class port. This project involved integrating advanced technology and infrastructure to meet the needs of a modern port, ensuring seamless connectivity and top-tier services for all visitors and operations.

## **Klawock Port**

SCS collaborated with Huna Totem Corporation to design and implement a resilient network in Klawock, where no infrastructure previously existed in this remote, rural location. This green field deployment involved overcoming significant challenges to establish a robust service network. Thanks to the success of this project, port calls for Klawock are set to increase substantially for the 2025 tourist season, boosting local tourism and economic activity.

## Approach

SCS operates wireless communications 24/7, 365 days a year. Our approach is to build robust network infrastructure that provides reliable, fast internet services for our customers, including businesses, residents, and government entities. From thousands of tourists using our Wi-Fi systems at Icy Strait Point to the many clients we serve throughout Southeast Alaska, we cater to a diverse range of users. With over a decade of experience designing these systems, our customer service is second to none.

Our staff is expertly trained in all aspects of operations, including the Network Operations Center, customer support, technical support, and billing. We have dedicated personnel for each of these areas, ensuring that our customers always receive the highest level of service and support.



## REFERENCES

Jeff Davis, Vice President of Information Technology, Huna Totem Corporation Phone: 507-398-5877 Email: jdavis@hunatotem.com Project: Icy Strait Point

Dennis Gray, City Administrator, City Of Hoonah Phone: 907-957-2948 Email: dgray@cityofhoonah.org Project: City of Hoonah internet

Chris Finstein, Operations Manager, Town and Country Motorcoach and RV Resort Phone: 860-878-8571 Email: ctfinstein@townandcountryrv.org Project: Mount Vernon Town and Country RV Resort



## PRICE PROPOSAL

Item	Description	Ext
Rem	Description	
1	Equipment	\$ 287,000.00
2	Design, Permitting, C/A	\$ 109,000.00
3	Installation	\$ 297,000.00
4	Service and Support	\$ 121,000.00
5	Bandwidth/Transport	\$ 49,000.00
	Total	\$ 863,000.00

TOTAL LUMP SUM FOR PROJECT = \$863,000.00

Section F, Item 2.



## **APPENDIX A - RESUMES**

# **Chris J Ruschmann**

(907)-209-1059 - chris.ruschmann@gmail.com

## **Knowledge Highlights**

- Service provider network design.
- Multi-Vendor Arista, Mikrotik, Juniper, Vyatta, Cisco, Ubiquiti, Aviat, Cambium
- Strong understanding of RF in very difficult environments.
- Strong understanding of Fiber in respects to Service Providers.
- Virtualization Technologies in respects to Service Providers.
- Virtualization Technologies in respects to Enterprise and Cloud.
- Microwave Point to Point for Service provider backhauls.
- Microwave Point to Multipoint for customer bandwidth delivery.
- Voice over IP Telephony including 3com NBX, Digium and Asterisk.
- Windows Server Operating Systems.
- Linux based Enterprise Servers Systems.
- Linux Hosted Environment Services.
- Windows Networking Services & Active Directory.
- SQL Administration.

## Work History

## 2010 - Present

## Managing Partner, Snowcloud Services, LLC.

- Manage build outs of our expanding wireless network in Alaska called The Snow Cloud.
- Deployed OSPF, BGP, VPLS, MPLS based on multiple vendors
- Manage Teams of people spanning IT and Service provider business units
- Manage day to day operations for all things IT related.
- Manage multiple customers IT systems using standard managed service provider practices. Customers vary in size and complexity as well as geographically.
- Act as a standby employee for several State agencies in the case they need help due to overwhelming project loads and employee turnover.

## 2008 – 2012 State of Alaska Dept. Of Labor Systems Administrator/Architect (900 Internal Users)

- Managed Multiple SAN Technologies (Netapp, Nexenta and ZFS, OpenFiler)
- Managed Datacenter Networking built on top of Cisco Nexus and IOS
- Managed Multi Site Statewide VMWare Environment
- Built and Managed a VDI Environment based on VMWare View

## Certifications education and training

(ISC)<sup>2</sup> CISSP Certification CNSS 4016 certification NIST RMF Framework training BS Information Technology, University of Massachusetts

## **Professional Experience**

## Managing Partner

SnowCLoud Services, LLC October 2010 - Present

- Manage operational logistics including employee tasking, project development and procurement
- Perform contract work with State of Alaska for various security and risk assessment tasks
- Provide network and end user support for SCS clients throughout southeast Alaska
- Manage special projects for clients including design, implementation and support of security camera systems and Point of Sale systems
- Provide client website design support and maintenance tasks
- Responsible for company accounting, insurance certification maintenance and all HR functions

## Senior Computer Security Specialist (Contracted to the US Coast Guard)

ISHPI Information Technologies, Inc. May 2008 – October 2013

- Maintain information system security compliance in accordance with DHS, NIST, Coast Guard and other applicable Federal standards.
- Perform Certification and Accreditation tasks on United States Coast Guard Classified network for units located throughout Alaska
- Provide IT Security Management to meet DOD and DHS requirements for Federal Information Systems Management Act and Computer Network Defense operations
- Create DoD Information Assurance Certification and Accreditation Process (DIACAP) packages for all units.
- Conduct periodic reviews of security controls of the SIPRNET Information System to ensure compliance with the security authorization package
- Responsible for maintaining Contingency plans, network topologies and system change requests

## Network Engineer (Contracted to the US Coast Guard)

Perot Systems, Feb 2008 – May 2008

- Provided network administration and support for the US Coast Guard Juneau detachment.
- Rebuilt and maintain windows 2003 servers.
- Created and maintained documentation on procedures regarding Windows 2003 servers.
- Maintained user, group and server accounts in Active Directory.

## Information Technology Provider

Southeast Communications Services, LLC Oct 2004 – Feb 2008 FT (2008 – 2013 PT)

- Provided administration and IT support for various client networks mostly comprised of Windows 2003 servers, Windows XP clients, Active Directory and SQL databases.
- Managed IT infrastructure move including complete removal and reinstallation of all network equipment including PC and server hardware and telephone system for a local printing company.
- Designed, installed, configured and implemented POS system projects for local restaurants.
- Used web site design abilities to create and consult on various web site projects.

## Devon Kibby, P.E. Pacific Alternatives LLC

### WORK EXPERIENCE

## **Principal Engineer**

Pacific Alternatives LLC, Juneau, AK, USA

- Offering comprehensive consulting electrical engineering services, including electrical system design, drafting, NEC and NESC code compliance, utility coordination, feasibility studies, cost estimation, procurement support, and construction administration and inspection.
- Specializing in projects with a need for unique multidisciplinary understanding.
- Designed Capital Transit's VTC and CTF charging infrastructure (2020-2024)

## **Vice President of Operations**

Northern Powerline Constructors, Inc. a Quanta Services company, Juneau, AK, USA

- In addition to supervisory and project management duties below, completed successful merger and acquisition of Chatham Electric, Inc to Quanta Services, Inc.
- Authored proposals for all three company divisions (line, wire, and communications) and served as the go-to for technically-difficult projects.
- In addition to below Juneau-based duties, worked with Anchorage-based team to expand telcom offerings and compete for work across Alaska and Hawaii.
- Managed and directed construction, in the office and the field, of the electrical and controls systems for the CBJ MWWTP Biosolids Dryer Facility project.

## **Chief Executive Officer**

Chatham Electric, Inc., Juneau, AK, USA

- In addition to project management duties, oversaw day-to-day office administration.
- Supervised 10-20 employees.

## **Project Manager/Estimator**

Chatham Electric, Inc., Juneau, AK, USA

- Completed projects in both general contractor and subcontractor roles.
- Estimated and managed projects in requiring meticulous planning and execution.

## **Systems Administrator**

Chatham Electric, Inc., Juneau, AK, USA

• Managed, planned, and implemented IT services for <20 users.

## EDUCATION

<b>M.Eng., Electrical Engineering</b> McGill University, Montreal, QC, Canada	2011-2013
B.S., Electrical Engineering	2006-2010
B.S., Aeronautical Engineering	
Rensselaer Polytechnic Institute, Troy, NY, USA	

## **PROFESSIONAL LICENSES**

Electrical Administrator (Alaska) – Unlimited Line, Unlimited Commercial Wire Professional Engineer Registration (Alaska) – Electrical Engineering

2017-2019 USA

2016-2017

2010-2011, 2014-2016

2002-2017

2019-



2457 BRANDY LANE - JUNEAU, ALASKA 99801 - (907)789.9899 PH

# **RFP 25-190 Provision of Internet Services in Juneau**

Primary Contact: Jake Buck | 907.789.9899 | jake@northernpowerline.com

**Years in Business:** Chatham Electric has been in business for 24 years and was acquired by Northern Powerline Constructors, Inc. in 2017 and successfully continues doing business as Chatham Electric.

**Current Workload:** Chatham Electric is a NECA contractor that employ's IBEW electricians, project support staff, mechanics, material handlers, power, and telephone lineman. Juneau is our home and we take pride in the reputation that we have established. In addition to performing quality electrical work, we consider ourselves to be a pillar of our community and support numerous community programs. Our current project workload (listed below) will be completed late fall of 2025. This positions ourselves optimally for performing the work for this project and we are confident in our abilities to support this project in its entirety.

### **Current Projects:**

1.	CBJ – JD Treatment Plant Upgrades	Est. Value \$584k	Sept 2023-June 2024
2.	McG – 410 & 400 Willoughby TI	Est. Value \$2.5M	Mar 2023-July 2025
3.	Wolverine Supply - Sitka SREB Building	Est. Value \$500k	Oct 2023-Nov 2024
4.	Ahtna/Unit - Gustavus Glacier Bay Dorms	Est. Value \$2.6M	Apr-Jan 2025
5.	Princess Cruises – Switch Replacement	Est. Value \$222k	May-June 2024
6.	Secon - JNU Apron & Ron Apron	Est. Value \$936k	April-June 2025
7.	Secon - KTN Tongass Ave Improvements	Est. Value \$684k	June 2024-Aug 2025
8.	ACC - Goldbelt Conference Room Upgrades	Est. Value \$137k	May 2024-Aug 2024
9.	Hoonah Indian Assoc - Daycare Renovation	Est. Value \$170k	June 2024 - Jan 2025

#### Licenses:

Alaska Business License – 1060243 Alaska Contractors License – 129575



## **KEY PERSONNEL / EXPERIENCE**

## James Zehnder ° President ° 907.344.3436 ° jamesz@northernpowerline.com

With over 31 years in the electrical industry, James leads all the electrical and telecommunications infrastructure construction and support services. James oversees the estimating teams and has successfully estimated and managed numerous large-scale electrical projects for Northern Powerline Constructors, Inc., dba Chatham Electric.

## Dawn Hess ° Southeast Regional Manager ° 907.230.4366 ° dawn@chathamelectric.com

With 2 years in the construction industry, Dawn oversees all of southeast's operations and facilities for the commercial wire and outside line divisions. Dawn coordinates and carries out all tasks related to cost management, budgeting, procurement, and project forecasting. Dawn analyzes and improves organization processes while managing office and field staff.

## Jake Buck $\circ$ General Foreman $\circ$ 907.209.6990 $\circ$ jake@northernpowerline.com

Jake supervises day to day crew duties, makes sure quality standards are respected and working relations with contractors are met. Jake presents leadership, communication, and interpersonal skills. Jake will oversee this project after construction drawings are approved and will work diligently on-site everyday with the GC to complete each phase of the project in a timely fashion, limiting delays and planning for short comings beyond our control.

## George Stevick • Foreman Wireman • 907.209.8640 • glstevick@northernpowerline.com

With 40 years in the electrical industry and 20 of those years specializing in service work, George's areas of expertise include electronics maintenance, telecommunications, troubleshooting, diagnostics and repairs. George holds a state of Alaska certificate of fitness and TWIC certification.

## Daryl Hedges • Foreman Wireman • 907.500.4986 • dahedges@northernpowerline.com

Daryl holds a certificate of fitness and TWIC certification, Daryl works throughout the northern southeast panhandle specializing in remote service work along with diverse and unique projects such as tenant improvements, generation and shore power experience. Daryl can be found on his days off cruising the world.

## Daniel Keane · Safety Health Environmental Quality Control Manager

Working as a Utilities Line Technician for many years Dan has turned his focus to specializing in OSHA compliance, safety, health, environmental and quality control management. Dan ensures that all employees have the safety training, equipment, and knowledge to perform on the worksite.

Chatham Electric employ's a rotating project field staff of 8-16 field foreman, journeyman and apprentices in SE, AK. As an IBEW employed shop, local, state, and out of state manpower calls are available as needed. Additionally, Chatham has the unique ability to call on our parent company NPC for additional labor manpower when required.



## **PROJECT EXPERIENCE**

Chatham Electric has performed work on numerous projects similar in detail and complexity utilizing phasing plans to complete sensitive, occupied and/or operational systems. Including special systems like fire alarm, nurse call, camera/security, access control, data/communications, and mechanical controls.

## Rainforest Recovery Center Detox Addition (Juneau)

- Completed in 2022
- Description of work. The project demolished existing ~2400 SF structure on BRH property to construct a new ~4400 SF addition over the footprint of the demoed space. The addition will house administrative offices, a reception and entry lobby, an assessment center, and 4 Detox Suites. The project also included demolition of back-up generation and utility transformer replacement. Additionally, installation of new electrical service, communications wiring from BRH, electronic access control systems, HVAC/DDC systems, lighting and power systems, special electrical systems, and a new fire alarm system throughout the facility. The work occurred in an occupied facility so coordination with Owner's operations and phasing of the work was paramount.
- Contract Value: \$2,460,000.00
- References:

0	Jason Murdoch & Doug Courtney	907.500.9993	ACC Owners & Project Management
0	Kelvin Schubert	907.796.8890	BRH Maintenance Supervisor
0	Ben Haight	907.780.6060	Haight & Associates Inc

## Hoonah Sanitation Facilities Wastewater Treatment Plant (Hoonah) (CMAR Project)

Completed in 2023

• Description of work. Existing WWTP and Building modification and upgrades. Installation of new pumps, piping, and appurtenances for the existing raw sewage lift station. Modifications to the existing treatment system and appurtenances in the existing WWTP building. New SBR Building, SBR tanks, equipment, and appurtenances including supporting facilities utilities, and resources to verify equipment function and performance. New electrical service, MCC, lighting and LV lighting controls, data/communications, SCADA controls, process logic control systems and integration.

- Contract Value: \$10,900,000.00
- References:

o Chad McGraw	360.312.6578	McG - Project Manager
o Dennis Gray	907.957.2948	City of Hoonah Administrator

## CCTH 400 & 410 Willoughby Tenant Improvement

To be completed in 2025

• Description of work. Electrical modifications to existing 56,000 SF building. Wiring of office systems, installation of new circuits for networks, control wiring dimming systems, installation of generation systems. New electrical service, MCC, interior and exterior lighting and LV lighting controls, data/communications, control systems and integration.

- Contract Value: \$2,532,000.00
- References:

o Chad	McGraw	360.312.6578
o RESPE	C	907.780.6060

McG - Project Manager Engineer



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(907)988-8080 2201 Industrial Blvd Po Box 33835 Juneau AK, 99801

# Alaska Electric Informational Resume

Submitted by: Chris Harmon, Manager

Submitted on: Dec16, 2024

Enclosed herewith is the Proposal prepared by Alaska Electric for consideration by persons that are engaged to review such proposals for the above listed services term contract.

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#### LETTER OF TRANSMITTAL

Dec 16<sup>th</sup>, 2024

To whom it may concern

Subject: Informational Resume <u>Letter of Transmittal</u>

Our company has appointed the following persons who will be authorized to represent our firm. Each of these persons can be reached at our address listed on the title page and their contact number is our main office number of (907)988-8080. For ease of reference, beside each of these individuals' names, we have also included their cellular telephone numbers:

- 1. Chris Harmon, Project Manager (907)209-2105
- 2. Robert Mackinnon, Project Manager (907)321-3763
- 3. Lori West, Office Manager (907)988-8080

Alaska Electric is a Juneau Proposer

Alaska Electric also hereby acknowledges receipt and review of the following Addenda (if no addenda are transmitted, this line will remain blank or signified with the term "N/A").

Addenda Acknowledged:

• N/A

I hereby certify that I am an authorized representative who has authority to bind our company.

Chris Harmon, Project Manager Alaska Electric

#### PAST RECORD OF PERFORMANCE

#### BACKGROUND

Alaska Electric is an electrical contracting business serving Southeast Alaska for about 14 years. We have many years working in the electrical industry and have built great working relationships with various entities thought southeast. Alaska Electric is an IBEW / NECA electrical contractor since establishment. Our firm has continued to grow since 2011 due to our level of commitment to our customers, fair cost, response times, well trained employees, and level of professionalism. We are certified to work on all aspects of the electrical industry with exception to line work. Alaska Electric has performed numerous design build projects, special systems, new construction, and remodels that all come in "on time and on budget". We have built relationships with vendors all over the Northwest that provide us with excellent service at a fair price. Alaska Electric prides itself in being prompt, thorough, and professional. Juneau is our home and we plan on making a good impression for years to come.

Alaska Electric has performed the past 3 years on this contract with all positive outcomes, never turned down work, and performed on complex projects with very tight time frames and schedules.

#### **REFERENCES AND PROJECTS**

<u>Trade Reference</u> Ben Haight

Barry Beygeni Marc Walker BRH Eaglecrest GM ACC, Dawson, Behrends, Island Contractors JIA Construction Office Bob Dilge, JIA Maintenance Foreman Steve Tada, Greg Smith CBJ Engineering CBJ WWTP and Water Dept **CBJ** Transit Stusser Electric Seattle Graybar Electric Seattle Northcoast Electric Cat Generation David Lowell, Garrett Paul, DOT JSD, Mark Ibias Mark Morris, Morris Engineers Pat Gorman, Gorman Engineering

Past ProjectsANB Hall LED Lighting and Structural RepairsAK DOT PED Islands signal lightingAK Leg Affairs finance buildingAK AIR check in counter and bag belt controls – Alaska AirlinesJIA Jetway 5 replacePetersburg FAA airport approach beaconsSearhc renovations – 2014FAA Tower flashing Beacons – Atlas TowerEmergency repairs for the City of Tenakee docks –Emergency repairs for the City of Gustavus docks –

Aurora Harbor -**FNBA Channel Branch New Facility** Petersburg roadway lighting -Andrew Hope Building reno -JSD PA System -JIA Panel Replace – CBJ Engineering Glacier Fire Auto Transfer sw replace - CBJ Term CBJ WWTP pump bypass – CBJ Term JIA Stairway Lighting – CBJ Term USCG 5 Mile Facility AELP 25 MW Industrial Power Plant City of Hoonah Harbor Lighting Searhc JE renovations Mendenhall Glacier Visitor Center LED Lighting Upgrades Tyler Rental Annex building Marine Parking Garage LED Lighting Upgrades - CBJ Engineering Building controls for the new bus barn THRHA Building heating controls Dawson Const, New Juneau office and shop building Coeur AK various 4 years maintenance and const State Museum Heat Exchangers **BRH Fiber Optics and Camera System** Crescent Harbor, City of Sitka Hoonah 2MW power generation Hoonah city water system controls Airport terminal service equipment and generator replace 410 Willoughby Renovation FAA new facility @ Jordan creek property Alsek and Taku river inverter and solar systems Haines and Tok border stations controls / cameras. Sysco New building **Recycle center New Building** Juneau tram renovations AELP office bldg. new service and switchgear **BRH Covid Lab BRH AHU VFD Replace** Statter Harbor ph 3 ISP Hoonah cruise ports and gondolas ATT cell sites Golry hall new facility 4<sup>th</sup> floor Sealaska reno Channel drive lift stations BRH temp triage facility WWTP camera systems Pier 49 renovations Zareldas Bistro JSD various lighting and service UAS Seawater upgrades and process controls Boyscout camp new structure Marine Park Deckover Project BRH, all new site lighting Ferry Way street lighting **Pediatric Dentistry** 

Melvin Park Ballfield Lighting **Teal Street center Teal Street Roadway Lighting** Lemon A WWTP lift station controls and generator Last Chance Basin EM wellfield repairs UAS UPS systems JPD camera systems JPD UPS systems Crow Hill Generator and building, JPD and CBJ Water Cell tower @ Marine view JIA Passenger Boarding Bridge Phase 3 Aurora Harbor Office remodel, Dept of Corrections Vet Affairs Hanger LED Retro NorthStar helicopters new building DOT parking lot lighting Kennicott Solar System Alsek NPS Solar System ADFG Taku Solar System

#### **Current Projects:**

10<sup>th</sup> Street Reconstruction Adair Kennedy Ballfield Lighting Transit Bus Charging Infrastructure Cedar Park water pump station rebuild, new controls and automation 6 New commercial buildings around the borough in 2024 Dogwood lane street lighting JSD DZ new Generator Rotary Park Site Lighting Secon Site Upgrades CCTHITA New Warehouse Island Contractors New Shop T Shirt Company new warehouse Douglas Indian Association, new building

## CAPACITY OF FIRM

Alaska Electric has gained the trust and commitment of many entities including private owners in the Southeast region. In the past 7 years we have performed work from residential to FAA towers. We have worked on Fish Processing Plants, Waste Water Treatment Plants, Marine Research facility's, Fish and Game Docks, DOT Ferry Docks, Roadway Lighting and Signals, Airport generation and service equipment, New building construction, Remodel Construction, Generators, Pumps, 1200A 480V Service Equipment, General Maintenance, Comm Data, Controls, Special Systems, Hospitals, Harbors, and MV Power Plants.

Alaska Electric has a full service fleet including heavy equipment for overhead and underground installations. Alaska Electric has a 3000 sq ft shop and office with a 5 acre storage yard. With Alaska Electric being a union contractor, we have a nearly unlimited supply of qualified, licensed electricians available within hours. Alaska Electric has average of 12 employees currently performing \$6,000,000 of work annually making us one of the top electrical contractors in Juneau.

Alaska Electric carries a large inventory of day to day electrical materials totaling over \$100,000 and using a stock program to maintain.

#### HOURLY RATES AND MARKUP

Hourly Rates and Markup have been enclosed in a separately sealed envelope as prescribed by the bid documents.

## LICENSES AND EQUIPMENT

Alaska Electric has and maintains all necessary licensing to perform work described in this RFP. All Journeymen have a NICET Installers license for Fire Alarm, First Aid and CPR certs, SOA certificate of fitness, and most have specialty certs that pertain to their specific industry of expertise.

AK Business License # 956632 AK GC License # 36153 AK Administrators License # 1823

23 Ton Boom Truck 55' Buckett Truck 2ea equipment trailers Front end loader 35 excavator 50 excavator Generators Utility floating platform Job trailers Storage Yard with Shipping Containers Compaction equipment Full Fleet of Trucks and Service Vans All tools necessary for the electrical industry

# **Mark**Fride1

281 913 9219 | mark@markfridel.cd00ouglas, AK 99824, USA

## **Professional Summary**

Passionate networking enthusiast with impressive initiative for learning network traffic configurations, solutions, and environments. Excited to bring years of analytic reasoning, troubleshooting, and customer care experience to a company that needs a highly motivated employee. Unbreakable appetite to understand and solve problems, build network infrastructure, and security controls. CompTIA Security + Certified.

## Skills

- CompTIASecurity+Certified
- AWS/ Azure Cloud Concepts
- Vsphere/ESXi

- Python Unifi Console Management
- CnMaestro Cambium Networks
- Linux Web Server Implementations

November 2024 - Current

November 2021 - July 2024

September 2017 - November 2021

- Microtik RouterOS
- UISP Network Monitoring

## Experience

Customer/Network Support Specialist

Snowcloud Services ISP, Juneau, AK

- Designed and implemented wireless network infrastructure and configurations to meet customer network operations needs
- Monitored network performance metrics and implemented optimizations to balance network traffic and reliability
- Supported customers with knowledgeable technical assistance to diagnose and solve LAN/WAN connectivity issues
- · Created test environments to model potential network traffic patterns, test network hardware and wireless radio signals
- Coordinated remote support sessions resolve hardware and software issues using technical troubleshooting techniques
- Created and managed user accounts and access to network resources in Active Directory/ Azure Cloud Directory

#### Landing Gear Technician

Av8 MRO, Houston, TX, USA

- · Coordinated with shop leaders to provide IT support for inventory management software to new employees and coworkers
- Diagnose and repair components and systems of Phenom landing gear according to FAA regulations/inspection standards
- Overhaul of landing gear using in depth disassembly inspections and re-assembly instructions under strict time constraints

#### Operations Manager

Fed Ex Ground, Denver, Colorado, USA

- Managed the launch of RouteSmart Technologies dynamic route optimization program for over 200+ drivers, contractors and vendors; increasing package daily delivery rates by 40% and package delivery accuracy by 30%
- Facilitated training and technical support for Transport Management System to align package volume with station demands
- · Delivered products of consistent quality to customers by working directly with vendors on delivery and production issues

## Education

## September **f**

#### **KYLE SJOROOS**

7539A Vista Del Sol, Juneau, AK 99801 Email: K.Sjoroos@yahoo.com | Phone: 907-209-3520

#### OBJECTIVE

Motivated and detail-oriented individual seeking to launch a career as a Telecommunications Electrician, leveraging hands-on experience in fieldwork, fiber optics, and project management to contribute to a team-oriented environment.

#### **SKILLS & ABILITIES**

- Strong work ethic with a commitment to excellence and continuous improvement
- Excellent problem-solving and troubleshooting abilities
- Skilled in fieldwork and outdoor environments
- Proficient in communication, both verbally and in writing
- Experience in customer service and team collaboration

#### **PROFESSIONAL EXPERIENCE**

#### SNOWCLOUD SERVICES - Juneau, AK

Telecommunications Technician | Current

- Manage project timelines, Scheduling, provide field support, and assist with fiber optic splicing
- Deliver excellent customer service through professional communication and technical support
- Residential installs, Commercial installs, Tower work, Bucket Truck work

#### TOWER TECHNICIAN – LinkUp Alaska, Juneau, AK

August 2020 – February 2023

- Led new site builds for AT&T, Verizon, and GCI, focusing on wiring and shelter setup
- Operated heavy equipment, performed steel work, and conducted fiber optic installation
- Coordinated with teams to meet project deadlines and ensured all safety protocols were followed
- · Perform telecommunications installations and tower work, ensuring high safety standards
- Operate heavy equipment

**DELIVERY DRIVER** – Domino's Pizza, Juneau, AK September 2019 – August 2020

- Provided excellent customer service by preparing and delivering food orders promptly
- Maintained restaurant cleanliness, managed inventory, and restocked supplies
- Assisted in ensuring efficient operations during peak hours

#### DOCK RAMP AGENT – Wings Airways, Juneau, AK

Seasonal, Summer 2015 – 2018

- Assisted passengers with boarding, providing support for those with disabilities
- Communicated wildlife safety information to guests and ensured their comfort during tours
- Operated skiffs to clear landing zones and fuel aircraft and fuel barges as needed

## LABORER – LowPete Construction, Juneau, AK

Full-Time, July 2019 – November 2019

- Assisted with various construction tasks, including site preparation, labor support, and material handling
- Worked collaboratively with teams to complete projects on time and within safety standards

#### EDUCATION

Juneau-Douglas High School, Juneau, AK Graduated 2017-2018

**University of Alaska Southeast**, Juneau, AK *Two years of heavy-duty diesel classes* 

#### COMMUNICATION

- Effective communicator with strong interpersonal skills in person, over the phone, via radio, and email
- Proven ability to adapt to different communication mediums and environments

#### REFERENCES

Trisha Collins, Retired Superior Court Judge Phone: 907-209-9608

Ruther Echiverri, LinkUp Alaska Phone: 907-957-0558

Holly Johnson, Wings Airways Phone: 907-586-6275

# Scott Dybdahl

2800 Postal Way, F1 Juneau, AK 99801 907.957.9586 sdybdahl@snowcloud services.com

EDUCATION	2001 Jan 1996-May	Alaska Vocational Tech Completed the vocational course for all position Structural welding, Certified All position Structural Welder Hoonah Public City School Graduated-Diploma
PROFESSIONAL EXPERIENCE	May2023 Sept 2024-	<b>Communications Tech., Snow Cloud Internet services</b> Installation of business and home internet request, Camera security installation, Tower climber, man lift/boom truck operator Fleet maintenance for 30+ vehicles, watercrafts, ATVs. Parking lot snow remove in winter time.
		<b>Lead Automotive Tech.</b> Fleet maintenance for 30+ vehicles, watercrafts, ATVs. Parking lot snow remove in winter time.
		<b>Tower climbing tech., Linkup Alaska LLC,</b> Installation and Maintenance of cell phone equipment on commutation towers through southeast and south central Alaska.
SKILLS & ABILITIES	•	Heavy Equipment operator, Shilled welder (mig, tig, stick) Works well under pressure, Team worker and Leader Certified Climber Rescue and Safety training, Certified All position Structural Welder, CPR/First aid certified, OSHA certified
ACCOMPLISHME	INTS	Iv spent years as a heavy equipment operator in the mining industry, years as a small engine/ automotive tech, years as welder, And years working in and around communication towers and equipment Being called or having the title Commercial Fisherman, its never been a title for me, just a way of life and one thing ill always be able to do well.

# **NICHOLAS J COCHRAN**

Telecommunications Technician/installer

📞 (907)500-4859 💿 nick129186@gmail.com 💡 Juneau, AK

# SUMMARY

Motivated individual with over five years of experience in installation, repair and maintenance of various telecommunications systems. Passionate for solving complex technical problems and providing excellent customer service to a variety of end-users, with the ability to work independently or in a team setting.

## EXPERIENCE

## Feild technician

## **SnowCloud Services**,

🗰 03/2024 - Present 🛛 🍳 Juneau ak

- Telecommunications/home internet
- Trouble shooting, repairing and replacing faulty or outdated equipment
- · Routing cable to and from switches and or distribution equipment
- Installing internet systems in residential and commercial buildings
- Installing aligning and/or configuring radios, radio equipment, switches and distribution equipment
- Monitoring network status
  (Light) van fleet maintenance
- Splicing cat 5/6 cable
- Splicing cat 5/6 cable

## Technician/Installer

#### Microcom

🗰 2019 - 03/2024 🛛 🛛 Juneau, AK

#### Telecommunications

- · Repairing and updating equipment per standard.
- Troubleshooting complex problems and identifying appropriate solutions.
- · Isolating faulty equipment.
- Routing cables to switches/attenuators/distribution frames.
- Installing RG6/11 systems in a variety of residential and enterprise applications.
- · Keeping up to date on new and upcoming related technologies.
- Managing multiple tasks while remaining adaptable.
- Managing warehouse supplies and logistics, inventorying stock and placing orders.

## **Electrical Department**

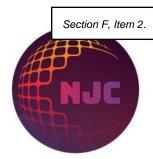
### The Home Depot

i 2017 - 2018 ♀ Juneau, AK Hardware store

- Described merchandise and explained use and operation to customers.
- Demonstrated excellent customer service skills by providing timely solutions to customer issues.
- Recommended, selected, and helped locate merchandise based on customer needs.

# TRAINING / COURSES

**Tower certification** 



## SKILLS

- 🈚 Broadband
- 😚 Cable Installation
- 🎲 Customer service/IT support
- 🐨 Computer hardware
- Analog/digital systems
- Troubleshooting and technical
- Satellite system installation and maintenance
- Fixes wireless system installation and maintenance

## INTERESTS

- Health and wellness.
- Technology, computers and multimedia
- Hiking, Fishing and outdoorsmanship
- Painting & art
- Street luge/downhill slalom

# Daniel C. Ondrejka, B.A.A

Juneau, AK 99801 • Dan.KGMN@gmail.com • 734-735-1662 • Linkedin.com/in/daniel-ondrejka-2b22961a4

Dedicated manager with demonstrated track record in leadership and proven experience in advertising, negotiating, social media on all levels, and IT operations. Capable of driving projects from conception to completion with a history of excellence. Experienced in computer software such as Adobe Photoshop and Canva, as well as broadcasting and IT-software including Adobe Audition, Wide Orbit, Atera and Airplay.

- Highly knowledgeable in all Federal Communications Commission (FCC) broadcasting and copyright laws.
- Strong broadcasting background including training on-air talent, copywriting, programming, and events coordination.

## **Professional Experience**

#### SnowCloud Services – Juneau, AK Operations Lead, March 2022 to Present

I coordinate incoming ticket flow from clients based on needs. This includes all projects and on-site client calls, making sure the client is happy with communication on the progress of tickets and general tech/client communication. I facilitate communication amongst the multiple techs with daily and weekly project meetings. Also help procure any items needed for client projects, then log into inventory and put into expense sheet. Keep documentation on local backups, tech travel logs, inventory, and knowledge base articles. I also represent SnowCloud in the community by soliciting our services through various public meetings held around Juneau.

## Juneau Radio Center – Juneau, AK **Operations Manager**, September 2020 to March 2022

Collaborated with all in-house and contract employees that are directly involved with on-air operations of the radio center. This includes the supervision of all on-air personnel, engineers, news staff and production staff on advertising content. Award winning host of the KINY morning show, directly in charge of driving all creative air content and locally driven interviews.

#### Selected Contributions:

• Won the 2020 Best News Story of the year from Alaska Broadcasters Association.

#### KWLP 100.9 – Peach Springs, AZ Operations Manager, September 2014 to August 2020

Oversaw full life cycle of creating 50,000 watt radio station. Piloted innovative marketing strategies to create and retain contracts with prominent local partners. Drive creation of public service announcements (PSAs), station promotions, and other external media. Conduct information workshops with local community and station employees on techniques such as vocals, audio production, and general station operations.

#### Selected Contributions:

- Assisted company in obtaining first FCC Tribal Priority License in the United States.
- Drive yearly ad revenue increases of 10% by expanding station audience.
- Designed and implemented marketing strategies for sales department during station construction.
- Owned creation of radio station from ground-up, including key aspects such as programming station clocks on proper broadcasters and build-out of station antenna and transmitters.

## Black Ridge Brewery – Kingman, AZ Media and Events Manager, March 2016 to March 2019

Expanded local partnerships with existing businesses and media to host and promote community events. Drove social media engagement to create additional revenue influx. Led event marketing through creative design utilizing a variety of computer software.

#### Selected Contributions:

- Coordinated company marketing strategy to implement social media and drive existing media usage.
- Led company to 15% yearly revenue increases and expand social media engagement by 10-15% monthly.
- Promoted company partnerships with local vendors and artists to create community events.
- Designed all visual media for events through Canva, Poster My Wall, and Adobe Photoshop.

## KGMN 100.1 – Kingman, AZ General Manager, July 2010 to August 2014

Overhauled station image and revitalized key departments including operations and traffic. Led station record high in ad revenue, ratings and coordinated restructure of production department to streamline team operation. Coordinated outreach with key community leaders and established strong company network.

#### Selected Contributions:

- Restructured company operations leading to 10 year high in ad revenue and increased overall efficiency internally.
- Optimized traffic department operations such as creating logs, billing statements, and overseeing agency buys.
- Hosted number-one Arbitron rated radio show for two years, leading to station's largest ever listening base.
- Developed strong station relationships with top community organizations including City Council, local police department, and local Chamber of Commerce.
- Drove positive community outreach through local partnerships including fundraising \$10K for cancer research, \$5K for local war veteran chapters, and annual Christmas parades in conjunction with the Chamber of Commerce and other relevant community organizations.

# Additional Experience

WMHW 91.5 – Mt. Pleasant, MI Traffic Director, December 2008 to December 2009

# Education

Bachelor of Applied Arts, December 2009 Central Michigan University, Mt Pleasant, MI Broadcasting and Cinematic Arts Concentration in radio and television operations

Associates Degree of Science, December 2006 Monroe County Community College, Monroe, MI

# Damien Horvath

## IT Systems and Networking Technician • Southeast Communication Services/SnowCloud Services •

### 2024-Present

- Network and System Administration for all clients
- Custom PC Builds and provisioning for all clients
- Tier 3 and higher network and systems troubleshooting
- Frequent remote work throughout AK for IT/Wireless related services

## 2014-2024

- IT and Internet Help Desk for clients of SCS.
- Custom PC builds.
- Customer Support and Troubleshooting of PC and Network Issues on Windows Platforms.
- Primary installer for the SnowCloud internet service. Extensive work in residential and commercial network installs.
- Specialize in wireless internet links around Juneau and in Hoonah.
- Program and deploy client side devices for connectivity on SCS internet product, The SnowCloud.
- 3 years' experience in phone support for Network and IT related issues.
- Primary installer and interface programmer for Digium Phone Systems VOIP phones.

# Alaskan Brewing Company

2000-2014

Packaging Manager

Duties included

- OSHA Compliance
- HACCP Compliance
- Responsible for all packaging of finished product
- Supervised multiple crews on multiple shifts
- Coordinated all shipping logistics pertaining to the packaging of the finished product

#### Retail Manager

- Responsible for the day to day operations of both AKB retail locations
- Managed all staff and product inventory
- Coordinated schedules and tours at Brewery location
- Led guided tasting tours and was primary VIP tour coordinator.

# Education

High School Diploma-St Croix Central High Class of 1995

Digium Certified System Engineer (DCSE)- SANGOMA VOIP Phone Systems

GOOGLE CPE certified for SAS Deployments on Wireless Links

Current CGIS Clearance for work on NCIS platforms

#### COMPTIA ITF

Numerous CEU's in VM WARE, EXsi, Windows Server 2016-2022, DNS, Wireless and RF design and deployment, Engineering, Production Efficiencies, Management and Leadership, Process Flow, Fluid Dynamics and Brewing Sciences.

### Personal

- President and Head Instructor of Capital City Judo
- Chair of the Board for NP Booster Club
- Member of the Board of Examiners for Alaska Judo
- Member of the board of Directors and pro-bono IT for Alaska Judo

# Louis Coullard

Advanced IT Technician

Juneau, AK 99801 kelden\_pride@hotmail.com +1 907 465 9412

# **Professional Summary**

Advanced IT Technician with experience in multiple fields.

Knowledgeable in general IT support for software, hardware, different OS environments, servers, phone systems, point of sale systems and threat detection. Also have experience with maintaining and troubleshooting large network issues. Unifi hardware for networking, ESXi server hosting with various server versions, Sangoma / Digium phone environments, O365 administration, BitDefender cyber security analysis and log auditing are what I currently work with the most.

Authorized to work in the US for any employer

Work Experience

#### **Advanced IT Technician**

Snowcloud Services-Juneau, AK March 2023 to Present

I am a jack of all trades for this job which consists of helping manage equipment for multiple clients across Juneau and abroad while providing tech support as needed. This includes general OS support, Sangoma / Digium phone systems, ESXi server hosting, Unifi network environments, server Maintenace, O365 administration, Fare harbor / Revel point of sale systems, BitDefender cyber security analysis and auditing logs for detection / intrusion attempts for numerous clients. We also provide backup solutions for clients and ensure everything from servers, O365 environment and important standalone PC's are backed up daily. From running cable to determining network issues and potential security breaches, we manage most of our clients from the ground up and ensure they are supported in all aspects of the technology field.

#### **Computer Technician III**

Galena City School District-Juneau, AK November 2017 to February 2023

I worked for the world's largest homeschool program (as I did prior to moving to Washington) in Juneau. Worked with thousands of clients across the state with any help they need involving technology. This includes issuing equipment such as laptops, desktops, ipads and peripherals while troubleshooting listed items anytime our families have issues with their software or hardware.

I also ran and maintained our statewide database inside of Web Help Desk and periodically travel throughout the state to our other offices to audit these databases and ensure equipment is all accounted and applicable assignment agreements are intact.

Also was in charge of creating all AD / App / Mailchimp accounts for students and families alike upon enrolling. Upon families withdrawing, I'll then delete the listed accounts on dates set by our withdrawal department.

Traveled throughout the state to train new techs, wire up offices if needed, do complete building audits of inventory and catch-up regions that are lagging behind.

Also dealt with point of sales hardware / software and oversee all pitny bowes postage machines and provided support to keep them in working order.

Throughout the pandemic, we all worked from home for the most part and I was still able to provide efficient customer service while ensuring our families got the technology they needed to continue on

with their education. We went from 3700 families in 2019 to over 12,000 in the first few months of the pandemic but I was still able to keep on top of requests and provide help to the multitudes of new families who were enrolling.

#### **Farm Manager**

Hidden Gem Farms-Deer Park, WA October 2014 to September 2017

Boarded horses that were saved from slaughter on the farm I was living at in Deer Park, WA. The horses needed a place to be quarantined as they were sick most of the time after being rescued. Kept anywhere from 4 to 25 horses boarded for 3-4 months at a time or until they became healthy. This included feeding, ensuring medication was administered (if applicable) and living condition were as clean as possible. This was continued until the person who adopted the horse originally was given the OK that the horse was healthy enough for travel. The place that took in horses to be slaughtered eventually closed off adoption for the general public which, in turn, ended the boarding business I was running.

#### **Computer Technician**

Valley School District-Valley, WA 2014 to 2014

#### Responsibilities

Addressed technical needs of the entire school to ensure a smooth running system. Repaired hardware as needed so long as it was under warranty.

#### Accomplishments

Was a decent job but there was no way I could live off a thousand dollars once a month. Worked here for a month and was literally unable to afford to work there.

Supervisor understood my situation and was sorry to see me quit as there was nothing they could do with the budget they had.

Skills Used

General computer repair knowledge with network infrastructure understanding and dealing with virtual private networks.

Dealing with kids and teachers as well.

#### **Computer Technician**

IDEA / Galena city school district-Juneau, AK 2008 to 2013

#### Responsibilities

Worked with thousands of families to maintain anything in the technological field to ensure their homeschooling needs were satisfied.

Helped maintain a state wide network, wired and set up new offices.

#### Accomplishments

I wired an entire airforce base in Galena that the company turned into a boarding school with siriusxm wifi arrays and helped setup the point to point connections to each building.

Also had 100% customer satisfactory rating for five years straight with our families for technical support.

Skills Used

People skills, communication, ability to interact with kids, ability to show compassion towards the less fortunate students and ensure their needs were met.

Ability to travel all throughout Alaska to work at specific locations to either lead or assist in specific tasks as needed for the area.

General computer knowledge (hardware and software) and the ability to recognize infections and eliminate the threat thoroughly.

#### Drywaller

Thunder Mountain Drywall-Juneau, AK

2007 to 2008

Responsibilities "It does what it's told"

Accomplishments

Helped finish out numerous houses in Juneau from hanging the board all the way to painting it.

Skills Used

Strength and ability to do basic math with tape measurements.

# **Office Assistant**

Northern Lights Inc / Cutting Edge Development-Juneau, AK 2006 to 2007

#### Responsibilities

Input bills into intuit programs, manage accounts, take calls, assist with payroll, design and submit bids.

Accomplishments

Learned alot about the paper workings of the construction world and had great experience with intuit programs.

Skills Used

Patience with a short tempered and verbally abusive boss.

# Education

#### General

Pickford Public Schools

#### Skills

- Computer hardware
- Desktop support
- Microsoft Office
- Operating systems
- Hardware repair, software repair, warranty work, author, writer, drywaller, heavy machine operator, accounting, wiring installation
- Technical support

# Additional Information

Basically a jack of all trades in terms of job experience. From construction to computer networks, I've experience with it all.

Left the best job I've ever had in 2013 to come here with my fiancé to live a life on a farm, which we have outside of deer park.

Been living in Deer Park for over a year now and have been forced to keep flying up to Alaska to hang drywall (which I despise doing) in order to survive financially. Despite my experience and abilities, I've yet to have even one person call me back after submitting a resume or application.

EVALUATOR # \_\_\_\_\_

PROPOSER: ILE

Evaluator No Proposer			Maximum Score Achievable = 1,000 points
CRITERIA	Weight %	Score (0 – 10*)	Total Points = (Numerical Score X Weight)
Understanding & Methodology	20	018	NOTE: Purchasing's Excel Master Score Sheet will
Management Plan	30	Š	calculate the total number of
Experience & Qualifications	25	8	points
Fee proposal (determined using formula)	25	Determined by Purchasing	(formula)
Rank Grand Total			Determined by Purchasing's Excel Master Score Sheet

Rank \_\_\_\_\_

Scoring: Outstanding = 9 & 10 Good to Adequate = 6, 7 or 8 Marginally Acceptable = 3 or 4 Unacceptable = 0 or 1 **No scores using 2, 5**,

Date: 12/30/24

EVALUATOR # / PROPOSER:

Evaluator No Proposer			Maximum Score Achievable = 1,000 points
CRITERIA	Weight %	Score (0 – 10*)	Total Points = (Numerical Score X Weight)
Understanding & Methodology	20	6	NOTE: Purchasing's Excel
Management Plan	30	S	Master Score Sheet will calculate the total number of
Experience & Qualifications	25	7	points
Fee proposal (determined using formula)	25	Determined by Purchasing	(formula)
Rank Grand Total			Determined by Purchasing's Excel Master Score Sheet

Rank \_\_\_\_\_

Scoring: Outstanding = 9 & 10 Good to Adequate = 6, 7 or 8 Marginally Acceptable = 3 or 4 Unacceptable = 0 or 1 No scores using 2, 5,

Date: 12/20/2.4

EVALUATOR # \_\_\_\_\_ PROPOSER: BULDYN

Evaluator No Proposer	-		Maximum Score Achievable = 1,000 points
CRITERIA	Weight %	Score (0 – 10*)	Total Points = (Numerical Score X Weight)
Understanding & Methodology	20	4	NOTE: Purchasing's Excel Master Score Sheet will
Management Plan	30	4	calculate the total number of
Experience & Qualifications	25	try 6	points
Fee proposal (determined using formula)	25	Determined by Purchasing	(formula)
Rank Grand Total			Determined by Purchasing's Excel Master Score Sheet

Rank \_\_\_\_\_

Scoring: Outstanding = 9 & 10 Good to Adequate = 6, 7 or 8 Marginally Acceptable = 3 or 4 Unacceptable = 0 or 1 No scores using 2, 5,

Date: 12/30/24

EVALUATOR # \_\_\_\_ PROPOSER: \_\_\_\_\_\_\_

Evaluator No Proposer			Maximum Score Achievable = 1,000 points
CRITERIA	Weight %	Score (0 – 10*)	Total Points = (Numerical Score X Weight)
Understanding & Methodology	20	8	NOTE: Purchasing's Excel Master Score Sheet will
Management Plan	30	8	calculate the total number of
Experience & Qualifications	25	10	points
Fee proposal (determined using formula)	25	Determined by Purchasing	(formula)
Rank Grand Total			Determined by Purchasing's Excel Master Score Sheet

Rank \_\_\_\_\_

Scoring: Outstanding = 9 & 10 Good to Adequate = 6, 7 or 8 Marginally Acceptable = 3 or 4 Unacceptable = 0 or 1 No scores using 2, 5,

Date: 12/30/24

EVALUATOR # / PROPOSER: Show (Im)

Rank Grand Total			Determined by Purchasing's Excel Master Score Sheet
Fee proposal (determined using formula)	25	Determined by Purchasing	(formula)
Experience & Qualifications	25	6	points
Management Plan	30	6	calculate the total number of
Understanding & Methodology	20	7	NOTE: Purchasing's Excel Master Score Sheet will
CRITERIA	Weight %	Score (0 – 10*)	Total Points = (Numerical Score X Weight)
Evaluator No Proposer			Maximum Score Achievable = 1,000 points

Rank \_\_\_\_\_

Scoring: Outstanding = 9 & 10 Good to Adequate = 6, 7 or 8 Marginally Acceptable = 3 or 4 Unacceptable = 0 or 1 No scores using 2, 5,

Date: 12/30/21

EVALUATOR # \_\_\_\_\_ PROPOSER: \_\_\_\_\_\_

Evaluator No Proposer				Maximum Score Achievable = 1,000 points
CRITERIA		Weight %	Score (0 – 10*)	Total Points = (Numerical Score X Weight)
Understanding & Methodology	/	20	ß	NOTE: Purchasing's Excel
Management Dian		30	<b>U</b>	Master Score Sheet will
Management Plan			Ö	calculate the total number of
Experience & Qualifications		25	в	points
Fee proposal (determined usir	ng formula)	25	Determined by Purchasing	(formula)
Rank	Grand Total			Determined by Purchasing's Excel Master Score Sheet
<u>*Point Guide</u> : Outstanding ( Marginally Acceptable (3 or	10 points <u>)</u> Adequate t 4 points) Unacceptat	to Good (6 to 8 ble (0 or 1 poin	points) t) No scores usi	ng numbers 2, 5 or 9

l Rank

Date: JU DEC 24

<u>Scoring:</u> Outstanding = 9 & 10

Good to Adequate = 6, 7 or 8 Marginally Acceptable = 3 or 4 Unacceptable = 0 or 1 No scores using 2, 5,

EVALUATOR # 2 PROPOSER: ICE

Evaluator No Proposer			Maximum Score Achievable = 1,000 points
CRITERIA	Weight %	Score (0 – 10*)	Total Points = (Numerical Score X Weight)
Understanding & Methodology	20	8	NOTE: Purchasing's Excel Master Score Sheet will
Management Plan	30	7	calculate the total number of
Experience & Qualifications	25	8	points
Fee proposal (determined using formula)	25	Determined by Purchasing	(formula)
Rank Grand Tot	tal		Determined by Purchasing's Excel Master Score Sheet
<u>*Point Guide</u> : Outstanding (10 points) Adequ Marginally Acceptable (3 or 4 points) Unacce			ng numbers 2, 5 or 9

Rank \_ 2

Date: 30 DEC 14

Scoring: Outstanding = 9 & 10 Good to Adequate = 6, 7 or 8Marginally Acceptable = 3 or 4 Unacceptable = 0 or 1 No scores using 2, 5,

EVALUATOR # \_\_\_\_\_ PROPOSER: \_\_\_\_\_ACS

Evaluator No Proposer			Maximum Score Achievable = 1,000 points
CRITERIA	Weight %	Score (0 – 10*)	Total Points = (Numerical Score X Weight)
Understanding & Methodology	20	1	NOTE: Purchasing's Excel
		J	Master Score Sheet will
Management Plan	30	7	calculate the total number of
Experience & Qualifications	25	8	points
Fee proposal (determined using formula)	25	Determined by Purchasing	(formula)
Rank Grand Total			Determined by Purchasing's Excel Master Score Sheet
<u>*Point Guide</u> : Outstanding (10 points) Adequate to Marginally Acceptable (3 or 4 points) Unacceptable			ng numbers 2, 5 o

Rank S

Date: 30 DEC 24

Scoring: Outstanding = 9 & 10Good to Adequate = 6, 7 or 8 Marginally Acceptable = 3 or 4 Unacceptable = 0 or 1 No scores using 2, 5,

EVALUATOR # 2 PROPOSER: SNUW ( LOUD

		Maximum Score Achievable = 1,000 points
Weight %	Score (0 – 10*)	Total Points = (Numerical Score X Weight)
20	в	NOTE: Purchasing's Excel Master Score Sheet will
30	6	calculate the total number of
25	6	points
25	Determined by Purchasing	(formula)
		Determined by Purchasing's Excel Master Score Sheet
	20 30 25	Weight %     (0 - 10*)       20     %       30     %       25     %       25     %       25     %

Rank \_\_\_ 4

Scoring: Outstanding = 9 & 10Good to Adequate = 6, 7 or 8 Marginally Acceptable = 3 or 4 Unacceptable = 0 or 1 No scores using 2, 5,

Maximum Score Available = 1,000 points

Date: 30 DEC 24

EVALUATOR # \_\_\_\_\_

PROPOSER: \_\_\_\_BULDYN

Evaluator No Proposer			Maximum Score Achievable = 1,000 points
CRITERIA	Weight %	Score (0 – 10*)	Total Points = (Numerical Score X Weight)
Understanding & Methodology	20	6	NOTE: Purchasing's Excel
Management Plan	30	6	Master Score Sheet will calculate the total number of
Experience & Qualifications	25	и В	points
Fee proposal (determined using formula)	25	Determined by Purchasing	(formula)
Rank Grand Total			Determined by Purchasing's Excel Master Score Sheet
<u>*Point Guide</u> : Outstanding (10 points) Adequate t Marginally Acceptable (3 or 4 points) Unacceptable			ng numbers 2, 5 or 9

Rank\_ S

Date: 30 DEC 24

Scoring: Outstanding = 9 & 10Good to Adequate = 6, 7 or 8Marginally Acceptable = 3 or 4 Unacceptable = 0 or 1 No scores using 2, 5,

\_\_\_\_\_

# **PROPOSAL EVALUATION FORM**

EVALUATOR # 3

PROPOSER: <u>Snowcloud</u>

Evaluator No Proposer			Maximum Score Achievable = 1,000 points
CRITERIA	Weight %	Score (0 – 10*)	Total Points = (Numerical Score X Weight)
Understanding & Methodology	20	7	NOTE: Purchasing's Excel Master Score Sheet will
Management Plan	30	6	calculate the total number of
Experience & Qualifications	25	7	points
Fee proposal (determined using formula)	25	Determined by Purchasing	(formula)
Rank Grand Total			Determined by Purchasing's Excel Master Score Sheet
<u>*Point Guide</u> : Outstanding (10 points) Adequate Marginally Acceptable (3 or 4 points) Unacceptal			ng numbers 2, 5 or 9

Rank \_\_\_\_\_

Scoring: Outstanding = 9 & 10 Good to Adequate = 6, 7 or 8 Marginally Acceptable = 3 or 4 Unacceptable = 0 or 1 **No scores using 2, 5**,

Maximum Score Available = 1,000 points

Date: <u>12/23/24</u>

\_\_\_\_\_

# **PROPOSAL EVALUATION FORM**

EVALUATOR # 3

# PROPOSER: <u>Northriver</u> IT

Evaluator No Proposer			Maximum Score Achievable = 1,000 points
CRITERIA	Weight %	Score (0 – 10*)	Total Points = (Numerical Score X Weight)
Understanding & Methodology	20	10	NOTE: Purchasing's Excel
		10	Master Score Sheet will
Management Plan	30	10	calculate the total number of
Experience & Qualifications	25	8	points
Fee proposal (determined using formula)	25	Determined by Purchasing	(formula)
Rank Grand Total			Determined by Purchasing's Excel Master Score Sheet

Rank \_\_\_\_\_

Scoring: Outstanding = 9 & 10 Good to Adequate = 6, 7 or 8 Marginally Acceptable = 3 or 4 Unacceptable = 0 or 1 **No scores using 2, 5**,

Maximum Score Available = 1,000 points

\_\_\_\_\_

# **PROPOSAL EVALUATION FORM**

EVALUATOR # 3

# PROPOSER: ICE ICT

Evaluator No Proposer			Maximum Score Achievable = 1,000 points	
CRITERIA	Weight %	Score (0 – 10*)	Total Points = (Numerical Score X Weight)	
Understanding & Methodology	20	7	NOTE: Purchasing's Excel Master Score Sheet will	
Management Plan	30	7	calculate the total number of	
Experience & Qualifications	25	6	points	
Fee proposal (determined using formula)	25	Determined by Purchasing	(formula)	
Rank Grand Total			Determined by Purchasing's Excel Master Score Sheet	
<u>*Point Guide</u> : Outstanding (10 points) Adequate to Good (6 to 8 points) Marginally Acceptable (3 or 4 points) Unacceptable (0 or 1 point) No scores using numbers 2, 5 or 9				

Rank \_\_\_\_\_

Scoring: Outstanding = 9 & 10 Good to Adequate = 6, 7 or 8 Marginally Acceptable = 3 or 4 Unacceptable = 0 or 1 **No scores using 2, 5**,

Maximum Score Available = 1,000 points

\_\_\_\_

# **PROPOSAL EVALUATION FORM**

EVALUATOR # 3

PROPOSER: Boldyn

Evaluator No Proposer			Maximum Score Achievable = 1,000 points			
CRITERIA	Weight %	Score (0 – 10*)	Total Points = (Numerical Score X Weight)			
nderstanding & Methodology 20		2	NOTE: Purchasing's Excel			
		3	Master Score Sheet will			
Management Plan	30	4	calculate the total number of			
Experience & Qualifications	25	6	points			
Fee proposal (determined using formula)	25	Determined by Purchasing	(formula)			
Rank Grand Total			Determined by Purchasing's Excel Master Score Sheet			
<u>*Point Guide</u> : Outstanding (10 points) Adequate to Good (6 to 8 points) Marginally Acceptable (3 or 4 points) Unacceptable (0 or 1 point) No scores using numbers 2, 5 or 9						

Rank \_\_\_\_\_

<u>Scoring:</u> Outstanding = 9 & 10 Good to Adequate = 6, 7 or 8 Marginally Acceptable = 3 or 4 Unacceptable = 0 or 1 **No scores using 2, 5**,

Maximum Score Available = 1,000 points

\_\_\_\_

# **PROPOSAL EVALUATION FORM**

EVALUATOR # 3

PROPOSER: ACS

Evaluator No Proposer			Maximum Score Achievable = 1,000 points		
CRITERIA	Weight %	Score (0 – 10*)	Total Points = (Numerical Score X Weight)		
Understanding & Methodology	20	6	NOTE: Purchasing's Excel		
		0	Master Score Sheet will		
Management Plan	30	7	calculate the total number of		
Experience & Qualifications	25	7	points		
Fee proposal (determined using formula)	25	Determined by Purchasing	(formula)		
Rank Grand Total			Determined by Purchasing's Excel Master Score Sheet		

Rank \_\_\_\_\_

Scoring: Outstanding = 9 & 10 Good to Adequate = 6, 7 or 8 Marginally Acceptable = 3 or 4 Unacceptable = 0 or 1 **No scores using 2, 5**,

Maximum Score Available = 1,000 points



Finance Department, Purchasing Division 155 Heritage Way, Juneau, AK 99801 Email: <u>Purchasing@juneau.gov</u> Phone: 907-586-5215 Opt. 4, Fax: 907-586-4561

Posted 12/30/24 kc

December 30, 2024

# POSTING NOTICE OF SUCCESSFUL PROPOSER RFP No. 25-190 Provision of Internet Services for CBJ Juneau MIZ

This memo serves as notice of the results of proposal evaluations for RFP 25-190.

Proposals were received from five (5) consultants:

- Alaska Communications
- Boldyn Networks US Operations LLC
- ICE Services
- North River IT Services Co.
- Snowcloud Services LLC

The apparent successful proposer is <u>North River IT Services Co</u>. Attached is a copy of the Proposal Evaluation Summary that provides the numerical scoring details.

CBJ wishes to thank the proposing consultants and everyone who contributed to the completion of this project.

*Mary Johns* Mary Johns, Buyer CBJ Purchasing Division

This notice begins the protest period per Purchasing Code 53.50.062. Notice of protests will be examined in accordance with CBJ Ordinance <u>53.50.062</u> "Protests", and <u>53.50.080</u> "Administration of Protest".

cc: Chris Murray, CBJ IT Director



Date: Monday, December 30, 2024

To: Renee Loree, Purchasing Officer<sub>RL</sub>

From: Chris Murray, CBJ IT Director

Subject: RFP No. 25-190 Provision of Internet Services for CBJ Juneau MIZ

The selection committee has completed its evaluation of the proposals submitted in response to the above Request for Proposals. The results are as follows:

Proposer		ska nication	Bol Netwo	dyn rks US	ICE Se	ervices		River IT es Co.	Snow Service	cloud es LLC
	Raw Score	Rank	Raw Score	Rank	Raw Score	Rank	Raw Score	Rank	Raw Score	Rank
Evaluator #1	662		483		710		900		687	
Evaluator #2	677		633		680		850		707	
Evaluator #3	632		463		685		950		712	
<b>Final Rank</b> (highest raw score is best)	1971	4	1579	5	2075	3	2700	1	2106	2

The evaluation committee met on 12/30/2024 The committee recommends that contract negotiations begin with North River IT Services Co. the #1 ranked firm.

From:	Renee Loree
То:	Chris J. Ruschmann; Mark Luchini
Cc:	Mary Johns; Kim Campbell; Purchasing; Chris Murray
Bcc:	Shelly Klawonn
Subject:	RE: RFP- 25-190 Documentation request
Date:	Tuesday, December 31, 2024 4:05:00 PM
Attachments:	RFP 25-190 Evaluation Committee Responsibility Form.pdf
	RFP 25-190 Overview and General Instructions for Evaluation Committee.pdf

Mr. Ruschmann & Mr. Luchini,

Per your request for records. There is no charge for this request.

Due to file size of the files requested. The <u>Evaluation Criteria and Scoring Sheets</u>, and <u>Bid</u> <u>Proposals</u> will be available via Zend To, the CBJ file share platform. You will receive a separate email with the Zend To link.

## Conflict of Interest Disclosures

To maintain confidentiality of evaluators.

- I have attached the standard *Evaluation Committee Responsibility Form* that must be read, understood, signed, and returned to Purchasing prior to receipt of any received proposals.
  - Evaluator #1 signed and returned the sheet on 11/20/24.
  - Evaluator #2 signed and returned the sheet on 12/13/24.
  - Evaluator #3 signed and returned the sheet on 12/09/24.
- In addition to the *Evaluation Committee Responsibility Form*, each evaluator is educated on the evaluation process. The attached *Overview and General Instructions for Evaluation Committee* form is given to each evaluator as a reminder of the guidelines for evaluating. Conflict of interest is address on this document as well.

#### Procurement Process Records

You have asked for meeting minutes, emails or communications related to the evaluation and award process.

- Much like the pre-proposal there were no minutes taken at the evaluation committee meeting.
- As stated in the *Evaluation Committee Responsibility Form*, under Confidentiality there is no communication until the evaluation committee meeting.
- This is also addressed in the Overview and General Instructions for Evaluation Committee form.

As indicated in my signature I will be out of the office starting the New Years Holiday through Monday 1/6, please use the <u>purchasing@juneau.gov</u> email address if additional information is required.

Regards,

Renée Loree Purchasing Officer City and Borough of Juneau <u>Renee.Loree@juneau.gov</u> Phone: 907-586-5215 ext. 4071 Upcoming Leave January 1-6, 2025, return to office 1/7/25.

From: Chris J. Ruschmann <chris@scsalaska.net>
Sent: Tuesday, December 31, 2024 2:31 PM
To: Purchasing <Purchasing@juneau.gov>
Cc: Mary Johns <Mary.Johns@juneau.gov>; Renee Loree <Renee.Loree@juneau.gov>; Kim Campbell
<Kim.Campbell@juneau.gov>; Mark Luchini <mark@scsalaska.net>
Subject: RFP- 25-190 Documentation request

### EXTERNAL E-MAIL: BE CAUTIOUS WHEN OPENING FILES OR FOLLOWING LINKS

Evaluation Criteria and Scoring Sheets: Detailed scoring breakdown for all bidders.

Bid Proposals: Copies of all submitted proposals

**Conflict of Interest Disclosures**: Documentation of steps taken to address potential conflicts of interest.

**Procurement Process Records**: Meeting minutes, emails, or communications related to the evaluation and award process.

Please provide these documents in accordance with the Alaska Public Records Act (AS **40.25.110-120**). If any fees are associated with this request, kindly inform me in advance.

Regards,

Chris Ruschmann

Section F, Item 5.

Snowcloud Services LLC.

C: 907-209-1059

O: 907-789-7701

# **RESPONSIBILITIES OF RFP EVALUATION COMMITTEE MEMBERS**

# **RFP 25-190 Provision of Internet Services for CBJ Juneau MIZ**

Section F. Item 5.

Thank you for participating on the evaluation committee for this RFP. To protect the integrity of this formal solicitation and the evaluation process, it is essential that each participant understand and abide by the following responsibilities. Adherence to these requirements will help assure the effectiveness of the evaluation team as a whole, and protect the overall interests of the CBJ and the vendors in the award of this RFP.

Fairness and Integrity. It is the responsibility of every member on the evaluation panel to collectively ensure that the evaluation is conducted in an impartial, objective and professional manner, and that the same level of effort is extended to the evaluation of all vendors' proposals.

**Understanding of the Project.** Your success as an effective member of the team depends on your comprehensive understanding of the project, and your familiarity with the requirements and specifications contained in the RFP. Please review the RFP thoroughly prior to beginning your evaluation of vendor proposals.

Attendance. Attendance of all committee members at all scheduled meetings is crucial to the guality of the evaluation process. Without all representatives present, meetings are not effective, as not all opinions can be shared in a group setting. Therefore, members must attend all meetings of the committee, including interviews with proposers, if conducted.

Additionally, committee members must not discuss the evaluation with one another unless all members are present.

**Confidentiality.** To preserve the integrity of the evaluation process, the following rules of confidentiality must be observed:

- Do not communicate with others outside of the evaluation committee on the nature or content of the written proposals, interviews, the evaluation proceedings and deliberations, or individual opinions about the proposers or the project.
- 2. The names and number of proposers/firms must be held in confidence.
- 3. Some committee members may need to communicate the details of their involvement with their supervisor, department head, or other superior(s) from time to time; however, committee members must convey the importance of confidentiality to those individuals.
- 4. Do not communicate with proposers about this project outside of any scheduled and sanctioned evaluation activity.

**Conflicts of Interest.** You may not participate as a member of this committee if you, or a member of your immediate family has a financial interest pertaining to this procurement. If you currently have, or later discover, a conflict of interest, declare the circumstances immediately to Purchasing and remove yourself from the committee.

I understand and agree to adhere to the above guidelines for proposal evaluations. I do not currently have a Conflict of Interest, which would prevent my participation in this process.

Signature:

Printed Name:

Date: Department/Organization

# RFP EVALUATION GENERAL INSTRUCTIONS:

- Read the RFP and all addenda associated with RFP and all proposals submitted. *If any proposal includes confidential information, report it to the Buyer in Purchasing.* 
  - Different methods are allowed; i.e. reading each proposal then scoring or reading all proposals then scoring. Be mindful not to compare proposals to each other. Your scores should always represent how well a proposer responded to the project requirements presented by CBJ issued RFP and not a comparison to another submitted response.
- Request clarification of the Request for Proposals from Purchasing, if needed. Always reference the section of the proposal that needs clarification.
- <u>Keep all information regarding proposals confidential.</u> This includes names of committee members, the number of proposals submitted, the names of the proposers, scores, etc. Information will be made available to the public once the Purchasing Division posts the Committee's results.
- Refer any questions you have to the buyer in Purchasing and make a <u>list of any items that need</u> <u>clarification</u> (and bring the list to the Committee meeting).
- Using the Preliminary Evaluation form provided, score & rank each proposal independently.
- Meet, as scheduled, to review references and confer with committee members in order to gain additional information and various perspectives.
- Revise individual scores/rankings, as appropriate, based on additional information. Under no circumstances should scores be adjusted at the insistence of other committee members.
- The Purchasing Buyer will ask for your scores to determine collective ranking of proposals, based on individual scores and ranks.
  - If determined to be needed, references will be checked right away by the Assigned Person, typically the Project Manager. Questions will be emailed to all references, and will be the same for each reference.
  - If determined to be needed, oral interviews may be held with top ranked proposers. To do so, a list of questions will need to be prepared, as they need to be the same for all proposers. A meeting time, place and date, agreeable to the committee members, Purchasing Buyer and the proposers, will be determined and all persons will be notified by Purchasing Buyer. After the interviews are held, Evaluators will be allowed to revise their individual scoring/ranking, as appropriate.
- Submit Evaluation Committee's recommendation to award pending successful negotiations with the #1 ranked firm, to Purchasing Buyer who will prepare the posting for intent to award. Digital Individual Evaluation forms will be used as back up to the posted final scores.
- Purchasing Division will notify all proposers as to the outcome of the evaluation process. After successful completion of the protest posting period, negotiations can begin with the #1 ranked firm. If an agreement cannot be reached, the second lowest ranked Proposer may be contacted for negotiations.

NOTE: 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 successful Proposer.

# **Description of Numerical Scores**

# Do not award scores using the numbers: 5 or 2 -

Disallowing these numbers creates a bigger gap between results.

**<u>Unacceptable (0 or 1) Point</u>**: Zero (0) points are awarded to firms in any category in which they either fail to provide any of the required information. One (1) point is awarded for insufficient or inadequate information or information which cannot be understood.

**<u>Marginal: 3 or 4 Points</u>:** 3 or 4 points are awarded to responses considered marginally acceptable. For example:

- The proposal reiterated a requirement, but offered no explanation of how or what was to be accomplished.
- The proposal offered an explanation of how or what was to be accomplished but may have contained inaccurate statements or references which affected their approach but did not totally negate the approach.
- The proposal provided irrelevant material in response to the submittal requirements ("fluff").

<u>You cannot award 2 or 5 points</u>: The purpose is to create differences among the scores awarded in order to separate the vendors and help create meaningful rankings.

Adequate to Good: 6, 7 or 8 Points: Varying amount of points are awarded in any category of the proposal if satisfies the requirement, is accurate, can be understood and accomplished, and is unambiguous. Varying amount of points are awarded if the proposal satisfies the requirement and describes specifically how and/or what is to be accomplished in clear detail.

**Outstanding; 9 & 10 Points: 9 or** 10 points are awarded in any category if the proposal satisfies the requirements in a superior manner, both quantitatively and qualitatively for their approach and the quantity and quality of their previous similar jobs and the experience and training of their personnel. Meets or goes beyond the proposal requirements and adds value to the City.

# **EVALUATION OF PROPOSALS**

Once seeing the submittals, you may discover that one of the proposers is someone with whom you have a business or social connection.

If that happens, please notify purchasing (the buyer at 586-5215 ext 4 to determine if a <u>conflict of</u> <u>interest</u> exists.

A conflict of interest, real <u>OR</u> perceived, can compromise the entire project.

# EXTERNAL E-MAIL: BE CAUTIOUS WHEN OPENING FILES OR FOLLOWING LINKS

To: City and Borough of Juneau Purchasing Division 155 Heritage Way Juneau, AK 99801

From: Chris Ruschmann 2760 Sherwood Ln STE 2B Juneau Alaska 99801 Chris@scsalaska.net 907-789-0048

Date: 12/31/2024

Subject: Notice of Intent to Protest - RFP 25-190 Provision of Internet Services

Grounds for Protest: Potential Conflict of Interest Arbitrary Bid Pricing Compliance with CBJ Code

Sincerely, Chris Ruschmann Managing Partner Snowcloud Services

From:	Purchasing
То:	chris@scsalaska.net; Mark Luchini
Cc:	chaz.hager@northriverit.com; Chris Murray; Angie Flick; Mary Johns; Beth McEwen; City Clerk; Renee Loree
Subject:	RFP 25-190 Protest Response from the Purchasing Officer
Date:	Tuesday, January 21, 2025 4:16:25 PM
Attachments:	image001.png
	RFP 25-190 Protest Response from the Purchasing Officer.pdf

Mr Ruschmann,

Please see attached response from the Purchasing Officer per code 53.50.062 (g)

Purchasing Division City & Borough of Juneau 907-586-5215 ext 4





Address: 155 Heritage Way, Juneau, AK 99801 Phone: 907-586-5215 Ext. 4 Purchasing Division

Letter sent via email and US. Mail

January 21, 2025

Mr. Chris Ruschmann Snowcloud Services, LLC PO Box 33957, Juneau, AK 99803 Email: <u>chris@scsalaska.net</u>

# SUBJECT: Response to Protest RFP 25-190 Provision for Internet Services for the Juneau Maritime Industry Zone (MIZ)

Dear Mr. Ruschmann

As the City and Borough of Juneau (CBJ) Purchasing Officer, I have reviewed and considered the protest request for proposal (RFP) 25-190 Provision for Internet Services for the Juneau Maritime Industry Zone (MIZ), submitted on behalf of Snowcloud Services, LLC (Snowcloud) dated December 31, 2024, received by the City and Borough (CBJ) on January 7, 2025.

Snowcloud challenges the CBJ's December 30, 2024, Posting Notice of Successful Proposer identifying North River IT Service Co. (North River) as the apparent successful proposer for the subject project. Snowcloud challenge is that North River's proposal is non-responsive.

This response, issued pursuant to <u>CBJ 53.50.062(g)</u>, is to inform you that the request to find North River non-responsive is denied.

The CBJ code does not define what it means to be a responsive bidder, but standard CBJ proposal documents provide the following, in the document Attachment A CBJ General Terms and Conditions. Attachment A is attached to this response and is included in all issued CBJ solicitations. A responsive vendor as an individual or firm who conforms in all respects to the requirements stated in the solicitation. Attachment A also addresses a qualified vendor in depth.

Snowcloud did not challenge that North River was not responsible, however, your protest asserts that North River provided a proposal that was not responsible.

Snowcloud asserts the following objections with #1 ranked respondent, North River.

Bid is Arbitrary and Abnormally Low. Upon review of the pricing provided in all the proposals received, I have determined that River North's proposal was not arbitrary or abnormally low. The price was determined by use of formula and was only 25% of the total evaluation criteria with Understanding & Methodology being 20%, Management Plan being 30% and Experience & Qualifications being 25%. If the price component was removed from the evaluation scoring calculations, North River would still score number one by having the highest total ranking in the three other categories.

- Does Not Regularly and Routinely Engage in Services Sought. The intent of the services is described, but it is an RFP is to ensure that providers are capable of providing the services as described, but it does not limit proposers on how they are able to provide the services, whether that be through the use of partnerships or subcontractors. The evaluation committee found that North River met this RFP requirement. North River scored the most by providing what the committee determined to be the best plan for the project by providing their approach to installation and configuration, equipment, security management, network monitoring, troubleshooting, and capacity planning. North River provided multiple references to successful similar projects, therefore CBJ has no reason to believe that they would not be successful in completing this project. Additionally, North River has successfully worked on other projects for CBJ and has shown that they can deliver as promised and within their proposed budget.
- **Proposal Fails to Incorporate Required Technical Qualifications.** All consultants and subcontractors will be completely vetted during any contract negotiations. CBJ is confident that the proposed partners named in the North River organizational chart are licensed and do have detailed experience that would suggest they can complete the project.
- **Proposes to Use Students to Complete Construction.** The evaluation committee expects the use of student workers by North River will comply with all local, state, and federal labor laws. Like any Contractor awarded a bid, North River will be expected to fulfill its obligations under any contract ultimately agreed to. The CBJ does not micromanage how the contractor fulfills these obligations, so long as the company complies with the applicable laws and meets the requirement under the RFP and any associated agreements.
- References Advantages Provided By CBJ. Any allegations of impropriety or bias is unfounded. The CBJ Purchasing Division makes it a priority to ensure that no conflicts of interest are involved when making decisions in the RFP process and have a multi-level system in place to filter out possible conflicts to verify a fair and equitable decision-making process.

I have determined that that North River is responsive and responsible regarding their submitted proposal for the subject project. The items outlined in your protest letter do not meet the required standard outlined in 53.50.062(d)(4) statement of the legal or factual grounds.

Regards,

médore

Renée Loree, Purchasing Officer City and Borough of Juneau <u>Renee.Loree@juneau.org</u> 907-586-5215 x4071

cc: Chaz Hagger, CEO North River IT Services Co. Chris Murray, CBJ IT Director Angie Flick, Finance Director Beth McEwen, City Clerk The following General Terms and Conditions are standard to the City's Purchasing Division for all purchases. Unless otherwise specified in the solicitation document, the following General Terms and Conditions will apply. Other specific terms and conditions may be provided in the solicitation specifications. In the event of a conflict between the general terms and conditions and the specifications, the specifications shall take precedence. The CBJ Purchasing Division, or their designee, will establishing the official Time and Date of receipt of all solicitation responses. Vendor responses to Quote and Bid solicitations will be considered the best and final offer and are non-negotiable.

Addenda: Bidders shall acknowledge receipt of all addenda issued for the solicitation document. Failure to acknowledge all addenda may result in the Vendors' response being rejected as non-responsive. It is the Vendor's responsibility to verify and acknowledge any addenda issued.

Award. Following the posting of evaluations and scoring, the successful Proposer will be required to accept the City's contract. If needed, any changes to the scope, schedule, or compensation as lined out in the RFP document may be discussed, and must be mutually agreed upon. Changes will be documented in the Contact. Note: Any agreed adjustments cannot have an effect on the ranking of proposals. If agreement cannot be reached, with the apparent best Proposer, the CBJ will discontinue the discussion and the next highest ranked Proposer will be offered the project. Upon receipt of a fully executed contract, the CBJ will issue a purchase order that will serve as the notice to proceed.

**Bid Bond/Security**: When requested, bid bonds must be submitted with the Vendor's response and shall be in the form of a certified check, cashier's check or approved bid bond, in a minimum amount of at least 5 percent of the maximum total amount for award. Checks or Bonds shall be made payable to the City and shall be given as a guarantee that the Vendor, if offered the award, will conform with the all specifications, furnish any required documentation, including but not limited to, Payment Bond, Performance Bond and Insurance Certificates. In case of vendor refusal or failure to enter into an agreement, the Check or Bid Bond shall be forfeited to the City. Failure of the Vendor to furnish the required bid security with their response will deem the Vendor non-responsive.

**Bid Surety:** In lieu of a performance bond, when specified in the solicitation, a bidder may post a surety to ensure performance over the entire term of the contract. The surety shall be made payable to the City in the form of a cashier's or certified check or certificate of deposit in the percentage amount stated in the solicitation, of the total contract value. If indicated in the solicitation, an option to withhold a set percentage from Vendor payments may be available as an alternative surety. Failure to supply the surety within the time required may cause the City to declare the bidder non-responsible and to reject their response. If the City cancels the contract due to noncompliance, regardless of the circumstances or contract time remaining, the surety will be declared as liquidated damages and forfeited to the City.

Bid Bond/Surety Return: As soon as practicable, the City will return solicitation securities that are not considered for award. All other required or specified bonds or securities will be held until contract has been awarded.

Changes on Award: For RFPs, the City may amend the scope of work according to the CHANGES provision of the CBJ Standard Contract. For RFB's or RFQ's, all changes in the Scope of Work will be negotiated, and mutually agreed upon in writing and documented by signed amendment.

<u>Contract Cancellation for Cause</u>: If the vendor is awarded a solicitation, the City reserves the right to cancel the contract for cause after initial award by providing written notice to the vendor. Cause includes, but is not limited to, the provision of inferior products other than requested in the solicitation documents, the vendor not meeting contract specifications, or failure to comply with the contract provisions, including notice that the vendor is in violation federal, state, or local laws pertaining to the contract. Upon such cancellation, any bid bond of the vendor shall be forfeited and the contract may be offered to the next responsible, responsive bidder or re-bid.

**Contract Extension**: Any extension of time to complete the scope of work provided in the solicitation, shall only be by mutually agreed upon terms between CBJ and the Vendor. If agreed upon, all terms and conditions shall remain in full force and effect. Unless otherwise agreed upon, vendors must complete the scope of work provided in the solicitation by the deadline provided in the contract and may be subject to damages caused by delay.

**Contract Termination for Convenience:** The CBJ may by prior written notice, terminate this agreement at any time, in whole or in part, when it is in the best interest of the City. In the event that this contract is terminated by the CBJ for convenience, as opposed to termination for cause, the City is liable only for payment in accordance with this agreement for work accomplished prior to the effective date of the termination.

**Cooperative Purchasing:** The City is authorized to extend the opportunity to utilize City contracts with other governmental agencies. The City will expressly state this condition if it is applicable to the solicitation and successful vendors will be bound by that condition. The City is not an agent of, partner to or representative of such outside agencies and is not obligated or liable for any action or debts that may arise out of such independently established cooperative procurements.

**Default:** In case of default by the Vendor, the City may procure the goods or services from another source and hold the Vendor responsible for any resulting excess cost and may seek other remedies under law or equity. If the Contractor defaults, the City may at its discretion, award the contract to the next available firm, based on ranking or price.

#### **DEFINITIONS:** the following terms used shall be defined as:

CBJ or City: is the City and Borough of Juneau,

**Solicitation:** A procurement document, such as Quote (RFQ), Bid (RFB), Request for Proposal (RFP), Statement of Interest (SI), or Request for Information (RFI), that contains information, scope of work, specifications, deliverables, timeline, etc. for goods or services the CBJ intends to procure. **Vendor, Contractor, Proposer, Bidder, Consultant:** a firm or individual seeking to do business with the City and Borough of Juneau, AK and to whom a solicitation may be awarded.

Submittal, Submission, Proposal, Response(s): the document(s) submitted by the Vendor to the CBJ as required by the solicitation document.

Plan holder: a Vendor who is on record with the City for purposes of notification on all City communications concerning the solicitation. Responsive Vendor: an individual or firm who conforms in all respects to the requirements stated in the solicitation.

**Responsible Vendor**: an individual or firm which demonstrates the capability in all aspects to fully perform all solicitation requirements and demonstrates the experience, integrity, perseverance, reliability, capacity, facilities, equipment and credit to assure good faith performance.

**Disclosure:** The CBJ is a municipal corporation and political subdivision of the State of Alaska, is subject to the Alaska Public Records Act, AS40.25.100-220, and the public records provisions of CBJ Charter, section 15.7. Contents of submitted responses to a solicitation will be kept confidential until the intent to award or posting notice is released. Immediately following release, all responses become public information. Any restrictions or prohibitions intending to prohibit public disclosure of any material attached or reference in any response based upon claims of privileged, confidential or proprietary materials, or other similar restriction shall be of no force and effect and all material will be deemed as public records. Trade Secrets and other proprietary data may be held confidential to the extent allowed by law upon request in writing by the Vendor. Material considered confidential by the vendor mu

Section F. Item 7.

clearly identified and marked by page and section and must include a brief statement outlining the reasons for confidentiality. Marking as confidential is not acceptable and may be cause for rejecting a response for consideration and award.

**Document Response Disclaimer & File Uploads:** It is the responsibility of the Vendor to submit all solicitation documents, including modifications, in a timely manner. Submitting any response to a solicitation shall be solely at the Vendor's risk. The Purchasing Division will attempt to keep all office equipment used in methods of document receipt, in working order but is NOT responsible for communications or documents that are late, regardless of cause. No Vendor documentation will be accepted as proof of receipt. Prior to any deadline, Vendors are strongly encouraged to confirm receipt of any submitted documents with the Purchasing Division. All electronic files uploaded must be in a common format accessible by software programs the City uses. Those common formats are generally described as Microsoft Word (.doc or .docx), Microsoft Excel (.xls or .xlsx), Microsoft Power Point (.ppt or pptx), or Adobe Portable Document Format (.pdf.). Suppliers will not secure, password protect or lock uploaded files; the City must be able to open and view the contents of the file. Suppliers will not disable or restrict the ability of the City to print the contents of an uploaded file. Scanned documents or images must be of sufficient quality, no less than 150 dpi, to allow for reading or interpreting the words, drawings, images or sketches. The City may disqualify any Submittal Response that does not meet the criteria stated in this paragraph.

**Examination of Solicitation:** Vendors shall thoroughly examine all solicitation documents, including any issued addenda and attached sample contract if applicable. Responses submitted for consideration of award by the Vendor shall constitute an acknowledgement that all solicitation documents have been thoroughly examined and reviewed. Failure of a Vendor to receive, review or examine any solicitation documents including attachments, appendix or addenda shall in no way relieve them of any contractual obligation required by the solicitation. A claim of misinterpretation or lack of knowledge concerning the solicitation document or process is not justification for additional compensation.

**Equal Employment Opportunity:** In order to be considered for the solicitation, the vendor must not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, disability, familial status, sexual orientation, gender identity, gender expression, or national origin. The vendor will be required to include these provisions in any agreement relating to the work performed under this agreement with contractors or subcontractors. The City is an affirmative action purchaser and encourages small and disadvantaged businesses to submit responses.

Filing A Protest: Protest will be administered in accordance with the Purchasing Code 53.50.062 and 53.50.080. Available from the Purchasing Division or online at <a href="https://library.municode.com/ak/juneau/codes/code\_of\_ordinances?nodeld=TIT53PRACDI\_PTIIOTPR\_CH53.50PUSUSE\_53.50.062PR">https://library.municode.com/ak/juneau/codes/code\_of\_ordinances?nodeld=TIT53PRACDI\_PTIIOTPR\_CH53.50PUSUSE\_53.50.062PR</a>

Fiscal Funding: The parties acknowledge that the municipality is legally prohibited from encumbering funds that have not been duly appropriated, pursuant to CBJ Charter 9.13. Funding for this solicitation is subject to an appropriation of funds by, and at the sole discretion of, the City and Borough of Juneau Assembly. The parties acknowledge and understand that in the event the Assembly fails to appropriate sufficient funds for this solicitation, the solicitation will automatically terminate without penalty or further municipal liability. A contract award will not be issued unless there is a sufficient appropriation in place for the purchase order or notice to proceed.

Force Majeure Events: Except for the obligation to make payments, neither the CBJ or Vendor shall be in default for its failure to perform, or a delay in performance cause by strikes, epidemics, riots, imposition of laws or governmental orders, fires, acts of God, acts of civil or military authority, embargoes, war, terrorist acts, insurrections, explosions, earthquakes, nuclear accidents, floods, power blackouts affecting facilities and other similar events beyond either the CBJ's or Vendors reasonable control and without its fault or gross negligence. Upon the occurrence of a Force Majeure Event, written notice shall be given to the other Party as soon as practicable and shall promptly confer in good faith to agree upon reasonable actions to minimize any impact. The Party claiming such an event is preventing performance, shall take reasonable actions to mitigate any such delay or failure.

Indemnification: As a material part of this solicitation, the Vendor shall agree to defend, indemnify, and hold harmless CBJ, its employees, volunteers, consultants, and insurers, with respect to any action, claim, or lawsuit arising out of or related to the Vendor's 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, and 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 the Vendor arise immediately upon actual or constructive notice of any action, claim, or lawsuit. CBJ shall notify Vendor in a timely manner of the need for indemnification, but such notice is not a condition precedent to Vendor's obligations and may be waived where the Vendor has actual notice.

Interpretation of Solicitation: No oral interpretations will be made to any vendor as to the meaning of a solicitation. Oral and all other non-written responses, interpretations and/or clarifications shall not be legally effective or binding. Comments concerning defects, questionable or objectionable material and requests for interpretation must be made in writing and received by the Purchasing Division by the deadline indicated in the solicitation document. If required, changes to the solicitation documents will be made by addendum and sent promptly to all parties to whom the documents have been issued. All addenda issued become part of the solicitation document and resulting final contract award.

Licensing Requirements. Contractor is responsible for obtaining and maintaining all appropriate licenses as required by federal, state or local laws. An Alaska Business License is required to perform most, if not all services in the State of Alaska. Information on obtaining a business or requirements for all professional licenses for AK can be found online at <a href="https://www.commerce.alaska.gov/web/cbpl/BusinessLicensing.aspx">https://www.commerce.alaska.gov/web/cbpl/BusinessLicensing.aspx</a> If requested by the City, proof of licensing may be required prior to award.

<u>Modifications</u>: Modifications to a solicitation response can be delivered in person, by fax, email to <u>purchasing@juneau.org</u> (or via online submission depository if e-responses are allowed by the solicitation), by mail or fax (907-586-4561). Responses must be received prior to the solicitation deadline and will be time and date stamped thereby establishing the official time of receipt. Any modification must not reveal the respondent's price for a formal sealed solicitation and shall be in the form of an addition or subtraction so that final prices will not be known until the solicitation is opened, reviewed and verified. Modifications to a solicitation received after the deadline established for receipt shall not be considered.

Negotiations: Unless expressly specified in the solicitation document, compensation will not be **negotiated**. If so specified, negotiated changes to any Vendor submitted pricing, fee schedule, or price proposal will be documented by contract or signed amendment prior to the issuance of a purchase order.

Nondisclosure & Confidentiality: Contractor agrees that all confidential information to which it has access in performing this contract shall be used only for purposes of providing the deliverables and performing the services specified herein. Contractor shall not disseminate or allow dissemination of confidential information to third parties unless authorized in writing by the City. Contractor shall hold as confidential and will use reasonable care (including both facility physical security and electronic security) to prevent unauthorized access by, storage, disclosure, publication, dissemination to and/or use by third parties of, the confidential information. "Reasonable care" means compliance by the Contractor with all applicable federal and state law, including the Social Security Act and HIPAA. Contractor must promptly notify the City in writing if it becomes aware of any storage, disclosure, loss, unauthorized access to or use of the confidential information. Confidential information, as used herein, includes but is not limited to financial data, bank account data and

information, user lists, passwords, technology infrastructure, and technology data (infrastructure, architecture, operating systems Section F, Item 7.

**Preparation of Solicitation Response:** Responses submitted for consideration, must be carefully, and legibly completed, as required and described in the solicitation documents: i.e. on forms provided, with attached required documents, description of any proposed variances, etc. Responses that contain omissions, irregularities, additions or alterations of any kind may be rejected. Every submittal, formal or informal, shall include signature of an authorized representative to bind the company. Responses containing any material alteration or irregularity of any kind may be rejected. Any erasures or changes must be initialed by the authorized representative signing the response. The lowest qualified response will be considered for award. Except as ordered by a court of competent jurisdiction, the City is not liable for any cost incurred by the bidder for bid preparation.

When a solicitation specifies that only **Hard Copy** responses will be accepted, no oral, electronic mail, facsimile or telephone responses will be accepted. Sealed responses shall be received at the Purchasing Division Office; or their designee as noted in the solicitation, prior to the deadline indicated. Responses shall be delivered in a completely sealed envelope with an affixed label that shows the solicitation title, number, and deadline. The City will not be responsible for the premature opening of, or failure to open, any response not properly addressed and identified. It is the Vendor's responsibility to verify that responses are received prior to the solicitation deadline. Late responses will not be accepted and will be returned to the Vendor.

Postponement of Opening: Sealed responses will be received until the deadline stated in the solicitation document, or such later time as announced by addenda sent to all plan holders at any time prior to the deadline. The City reserves the right to postpone the solicitation deadline at any time.

Pricing & Additions: Submitted prices shall include everything necessary to fulfill the contract including, but not limited to, furnishing all materials, freight, equipment and labor. Submitted pricing must be in U.S. funds. In case of error in the extension of prices, unit prices will govern. A Vendors' response to a solicitation is acknowledgement and acceptance of any proposed fee schedule, deliverables, or timeline specified in the solicitation documents. For the purpose of award, offers made in accordance with any solicitation must be irrevocable for a period of ninety (90) calendar days from the solicitation deadline. Quantities listed are estimates for bidding purposes only. The City does not guarantee any minimum or maximum quantities. The City may request additional units above the amount stated in the solicitation. Additional units in excess of 25% of the original awarded contract will be at pricing previously submitted in the solicitation and accepted by mutual written agreement.

**Price Adjustments:** Unless stated otherwise, unit pricing may be subject to an adjustment once per year of a term contract. Requests for a price adjustment must be submitted in writing a minimum of 60 days prior to the start of the next renewal period and be based on substantiated changes for actual cost differences during the contract period. If the City agrees to the price adjustment, an amendment reflecting the change will be issued. The City may counter the Vendors request for pricing and if no agreement can be negotiated, the City may offer the contract to the next apparent low bidder, or the contract may be cancelled and rebid.

Purchase Order(s) & Payments: The City's purchase order and (if applicable) the Notice of Award, are the only documents that may be used to place orders against any contract(s) resulting from a solicitation. Payment will be authorized and initiated after acceptance of the goods or services by the City. A portion of the final payment may be withheld to insure all conditions of the solicitation are met. Accurate invoices must be submitted to the designated Contract Administrator and the CBJ Accounts Payable Division. Invoices must include, the purchase order number, Vendor's name and phone number. Invoices must clearly and accurately state quantities, item descriptions and units of measure and any discounts or trade-ins. All payments shall be net 30 days upon receipt of complete and accurate invoice(s) unless specified otherwise.

Qualified Vendor: A qualified Vendor is a Vendor who submits the lowest responsive and responsible bid or response. A responsive bid conforms in all material respects to the requirements stated in the solicitation. A responsible vendor has the capability in all respects to fully perform all of the contract requirements, and the experience, integrity, perseverance, reliability, capacity, facilities, equipment and credit, which will assure good faith performance. Responsible vendors will be those who have not defaulted or otherwise failed to perform an awarded City contract and are in good standing with the City finance division as provided below. Each Vendor shall be skilled and regularly engaged in the general class or type of work called for within the solicitation. If requested, the apparent successful Vendor shall submit resumes, references or other documentation, which demonstrates the experience and knowledge of the Vendor, and its key personnel who will be assigned to this contract.

Solicitation Cancellation or Rejection of Solicitation Response: The City may cancel, in whole or in part, any Solicitation when it is in the best interest of the City. The City reserves the right to reject any or all submitted solicitation responses, and to determine which submitted response, if any, should be accepted in the best interest of the City. The City reserves the right to waive any informality in a solicitation. A Vendor may be considered not responsible if a Vendor has previously failed to perform properly or to complete a contract as specified with the City, or another government agency. A response may be rejected and considered non-responsive for, including but not limited to, the following reasons:

- The response is on a form other than that supplied by the City, or is improperly signed;
- The responding Vendor adds any unauthorized conditions, limitations, or provisions reserving the right to accept or reject any award, or to enter into a contract pursuant to an award;
- If there are unauthorized additions or irregularities of any kind which may make the response incomplete, indefinite, ambiguous as to its meaning, or in conflict with the City's solicitation;
- If the responding Vendor omits a price on any item or items on which pricing is required;
- If the response contains any excessively unbalanced prices (either above or below a reasonable price) to the detriment of the City;
- If the Vendor fails to furnish an acceptable bid guaranty; or
- If the Vendor has not acknowledged receipt of each Addendum.

Specifications: Unless otherwise specified as no substitute in the solicitation documents, product brand names or model numbers specified are examples of the type and quality of product required and are not a statement of preference. If the solicitation specifications stated conflict with a brand name or model number describing an item, the specifications will govern. Reference to brand name or number does not prevent an offer of a comparable or better product. When offering a comparable product full specifications and descriptive literature must be provided if requested. Any variance to specifications must clearly indicated and documented by the Vendor. Failure to provide complete specifications and descriptive literature may be cause for rejection of Vendor's response.

Unless clearly stated in the solicitation all items to be shipped must be quoted F.O.B. destination. Any charges associated with shipping are to be imbedded into the unit pricing. Items are to be shipped as economically as possible and packaged as appropriate to contents to minimize damage or loss. Vendor is responsible for filing any freight claims subsequent to shipment. Any loss incurred will be the responsibility of the Vendor.

The City reserves the right to determine suitability of items offered. All goods or materials are subject to approval by the City. Materials used in the fabrication of items must be free of any defects that affect the performance, application and specifications. Any items rejected because of non-conformity of the terms and conditions or specifications of the solicitation, whether held by the City or returned, will be at the Vendor's risk and expense. Vendor represents that all items offered shall be new. Used, shopworn, demonstrator, prototype or discontinued models are not acceptable. Vendor will guarantee.

parts availability for applicable items for a minimum of 10 years or the reasonable life of items, whichever is greater. OEM manuals mu Section F, Item 7. all items upon delivery.

**Subcontracting:** Subcontracting will not allowed without the prior written consent of the Purchasing Division. If subcontracting is approved and allowed, information on the subcontractor and a list of employees and their qualifications must be provided. Subcontractor must abide by all the solicitation requirements.

Vendor Collusion: By submitting a bid, the vendor affirms that they have not, either directly or indirectly, participated in any collusion, or otherwise taken any action in restraint of the competitive bidding in connection with the solicitation. Collusion by and between Vendors or City officials will disqualify all parties involved in the act of collusion and may result in those Vendors being disqualified from participating in future solicitations.

Vendor Good Standing with CBJ: Vendors must be in good standing with the CBJ prior to award of any contract and any subsequent contract renewals. The apparent successful Vendor shall have seven (7) business days following notification to correct any outstanding issues. Good standing means the following: all amounts owed to the CBJ are current and the Vendor is not delinquent with respect to any taxes, fees, assessment, or other monies due and owed the CBJ. Vendor must be current in all CBJ reporting requirements including sales tax registration and reporting and any necessary business personal property declarations. If a Confession of Judgment has been executed, the Vendor must be in compliance and current with any terms or stipulations associated with the Confession of Judgment, including any installment payments due. Vendors who fail to timely pay suppliers or subcontractors under CBJ contracts will likewise not be considered in good standing. For the purposes of this provision, the term "vendor" will include all entities that share principal officials and managing members. If a vendor is not in good standing with the CBJ, subsidiaries or other entities created or otherwise controlled by that vendor will also not be considered in good standing with the CBJ.

Failure to meet these requirements may be cause for rejection of your solicitation. To determine if your business is in good standing, or for further information, contact the CBJ Finance Department's Sales Tax Division, at email: <u>Sales Tax Office@juneau.org</u> for sales tax issues, Assessor's Office at email: <u>Assessor, Office@juneau.org</u> for business personal property issues, or Collections Division at email: <u>Collections@juneau.org</u> for all other accounts.

Vendor Name Change & Assignment of Contract: If the Vendor's business name changes or the business is sold, transferred, or assumed by a second party, written notification of the change must be provided to the City's Purchasing Division. The notification must be signed by all Vendor parties involved, and received by CBJ no later than 30 calendar days from the date of change. The notification must state the type of change, reason for change, include the Federal Employer Identification Number or Tax identification Number of all Vendor parties involved, and provide all legal documentation verifying the change. Failure to provide notification within 30 calendar days of the changes may be grounds for purchase order cancellation without further cause. Additional documentation concerning the assignment of payments and acceptance of assigned payments may be required from the assignor and assignee. Any contract resulting from this solicitation may not be assigned in whole or in part without the prior written consent of the City's Purchasing Division and agreement from the user department.

<u>Vendor Obligation</u>: Notwithstanding the expiration date of a contract resulting from this solicitation, the Vendor is obligated to fulfill its responsibilities until warranty, guarantee, maintenance and parts availability requirements have completely expired. Unless otherwise stated in the solicitation, the City will assume that the Vendor has accepted, without reservation or amendment, the whole terms of the contract documents.

Warranty/Guarantee: The Manufacturers maximum standard warranty/guarantee shall apply to all items purchased. Coverage will begin on the date of acceptance of items by the City. All items shall be guaranteed against faulty material and workmanship. Failure of any items to meet specifications or to operate properly in any way will require replacement by the Vendor at no expense to the City. Any claims initiated by the City for warranty/guarantee will be resolved within thirty (30) days of notification at no additional cost. Failure to resolve any claim in the timeframe specified may require the City to correct the issue. Any costs incurred by the City in correcting an issue will be reimbursed by the Vendor. Vendor guarantees that all items offered will be standard equipment and the latest model of regular stock product offered in the manufacturers published specifications. No attachment or part of any item will be supplied that is contrary to the manufactures recommendations or standard practice.

<u>Withdrawal of Response</u>. All submitted responses shall constitute a binding offer to the City as outlined therein and shall be irrevocable after the solicitation deadline. A vendor may withdraw its response by giving written notice prior to the solicitation deadline. After the time last announced for the solicitation deadline and until execution of the contract, no vendor will be permitted to withdraw its response unless the solicitation contract is delayed due to acts by the City.



To: City and Borough of Juneau Purchasing Division 155 Heritage Way Juneau, AK 99801

From:

Chris Ruschmann 2760 Sherwood Ln STE 2B Juneau Alaska 99801 Chris@scsalaska.net 907-789-0048

Date: 01/22/2025

Subject: Notice of Intent to request review – RFP 25-190 Provision of Internet Services

Grounds for Review of protest:

Respondent's Bid is Arbitrary and Abnormally Low Respondent Does Not Regularly and Routinely Engage in Services Sought Respondent's Proposal Fails to Incorporate Required Technical Qualifications Respondent Proposes to Use Students to Complete Construction Respondent References Advantages Provided By CBJ Respondent Conflict of Interest

Sincerely, Chris Ruschmann Managing Partner Snowcloud Services

From:	Purchasing
То:	Chris J. Ruschmann; mark@scsalaska.net
Cc:	Purchasing; <u>Renee Loree;</u> <u>Mary Johns</u>
Subject:	RE: Notice of intent to request review RFP 25-190 Provision of Internet Services
Date:	Wednesday, January 22, 2025 11:12:05 AM
Attachments:	image001.png
	Notice of intent to request review - RFP 25-190.pdf

Mr. Ruschmann,

The Purchasing Division has received and accepts your intent to request a review by the bidding review board of the Purchasing Officer's response to the protest RFP 25-190 Provision of Internet Services. See attached.

Please confirm that your submission on 01/22/25 is in accordance with CBJ code <u>53.50.062(h)</u> and <u>53.50.062(i)</u>. If your interpretation is different, please contact us. Otherwise the Purchasing Division will move forward with the protest process as outlined in <u>53.50.062</u>.

Purchasing Division City & Borough of Juneau 907-586-5215 ext 4



From: Chris J. Ruschmann <chris@scsalaska.net>
Sent: Wednesday, January 22, 2025 10:19 AM
To: Purchasing <Purchasing@juneau.gov>
Cc: Renee Loree <Renee.Loree@juneau.gov>; Mark Luchini <mark@scsalaska.net>; Kim Campbell
<Kim.Campbell@juneau.gov>; Mary Johns <Mary.Johns@juneau.gov>
Subject: Notice of intent to request review -- RFP 25-190 Provision of Internet Services

# EXTERNAL E-MAIL: BE CAUTIOUS WHEN OPENING FILES OR FOLLOWING LINKS

Attached is our signed intent to request review for RFP 25-190.

If this email is sufficient for submission, please let me know. If I don't hear back from you I will submit in person this afternoon.

Purchasing Division 155 Heritage Way Juneau, AK 99801

From: Chris Ruschmann 2760 Sherwood Ln STE 2B Juneau Alaska 99801 <u>Chris@scsalaska.net</u> 907-789-0048

Date: 01/22/2025

Subject: Notice of Intent to request review - RFP 25-190 Provision of Internet Services

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Sincerely, Chris Ruschmann Managing Partner Snowcloud Services



1/7/2025

Purchasing Division City and Borough of Juneau 155 Heritage Way Juneau, AK 99801

Re: Protest of RFP 25-190

In accordance with CBJ Ordinance 53.50.062, Snowcloud Services, LLC (SCS) hereby files its written protest of RFP 25-190 "Provision of Internet Services in the Juneau Maritime Industry Zone for the City & Borough of Juneau." SCS requests that the proposal by North River IT Service Co be found non-responsive and disqualified on the basis that North River's proposal fails to meet minimum standards set out in the RFP, the pricing offered is arbitrary and abnormally low, and pre-proposal actions by North River have clouded an otherwise fair and balanced RFP process.

# #1 Ranked Respondent's Bid is Arbitrary and Abnormally Low

CBJ should reject North River IT Services Co's proposal as their proposed price is arbitrary and the initial term price is abnormally low and will undoubtedly result in poor performance, delays, and difficulty in project management and cost control. The proposed contract CBJ is entering into is a 5-year contract with renewals. The RFP did not require nor consider a 5-year fixed cost at time of bid thus CBJ will be entering into a de facto sole source for renewal after a potentially fraught and incomplete construction phase where substantial initial losses will need to be recovered.

Further it is apparent that North River intentionally underbid as there is no cost breakdown given for the first year's initial one-time construction, future prices are only based upon the initial year with an arbitrary 3% escalation rather than an estimated recurring cost for operation, and the proposal specifically mentions the need to negotiate a buyout clause indicating North River would need CBJ to both make a contribution to purchasing equipment while also agreeing to repurchase the same equipment. That is to say North River themselves does not think their bid price is indicative of estimated or true cost.

Under RFP 25-190 CBJ received 5 proposals and scored pricing based upon the initial term as follows (as calculated from points recorded on score sheets):



Bidder	Points	Cost (from pts)	
Alaska Communications	127	\$1,474,574.80	
Boldyn	133	\$1,408,052.63	
ICE Services	110	\$1,702,463.64	
North RIver	250	\$749,084.00	
Snowcloud	217	\$863,000.00	

Bidder SCS has significant existing infrastructure inside the MIZ (downtown Juneau) after providing internet and IT services there for over a decade. SCS's price is not reflective of others with no existing infrastructure as evidenced by the remaining bidders: ACS, Boldyn, and ICE. Similarly North River brings no legacy infrastructure nor novel cost savings technology to justify a lower initial cost. The average bid from ACS, Boldyn, and ICE is approximately \$1.52 million to achieve CBJ's requested coverage and performance, or over double the \$749,000 proposed by North River.

Beyond the abnormally low bid price, North River's bid price appears arbitrary. CBJ provided no budgetary estimates in RFP 25-190 and only states that "Funds from the MPF for the FY25/26 Cruise Season are secured..." Later in the RFP it is stated that "Any price/fee proposals that are over the maximum budget may require additional requests for funding and are therefore not guaranteed to be approved for award." The RFP does not mention that the FY25 Marine Passenger Fee Program only requested/funded \$1,000,000 for this project. As such three out of five respondents proposed systems significantly larger than CBJ's budget. This result is problematic as good-faith respondents' pricing is mainly based upon deployed nodes/access points to achieve the requested level of coverage and performance. As such North River's price appears selected only to narrowly avoid award contracting delays associated with certain price thresholds as under CBJ Ordinance 53.50.060 (e) (1), "bids in excess of \$750,000" require assembly approval (and the possibility of additional public scrutiny).

Beyond the obvious bad faith and opacity in North River's pricing, the gamification is strongly to the public's detriment when analyzing total 5-year contract cost. The total proposed 5-year cost by North River is \$3,976,542.72. \$1 million to \$2 million over prices contemplated by all other bidders. ACS and SCS do not offer exact pricing for future years but based upon comparing one-time versus recurring costs stated in their proposals the annual post-construction support appears in the \$100,000/year to \$200,000/year range. ICE proposes a recurring service cost for peak months, April – October, of \$27,382.56 and off-peak months, October – April, of \$5,859.36. Extrapolating ICE's months to an annual cost with 7 months of peak and 5 months of off-peak charges is \$220,974.72. Boldyn's proposal uses a zero upfront capital cost model, however their 5-year package including financing is \$1,403,467.



Bidder	Year 1	Year 2	Year 3	Year 4	Year 5	Total	Savings over North River
North River	\$749	\$771	\$795	\$818	\$843	\$3,977	\$0
Snowcloud	\$863	\$200	\$200	\$200	\$200	\$1,663	\$2,314
Alaska Comm	\$1,476	\$200	\$200	\$200	\$200	\$2,276	\$1,700
Boldyn	n/a	n/a	n/a	n/a	n/a	\$1,403	\$2,573
ICE Services	\$1,708	\$221	\$221	\$221	\$221	\$2,592	\$1,384

Summarizing the 5-year estimates in a table (in thousands of dollars):

## #1 Ranked Respondent Does Not Regularly and Routinely Engage in Services Sought

RFP 25-190 states that "The Contractor **must be** [emphasis] be regularly and routinely engaged in the business of the provision of professional internet services." North River IT does not regularly engage in such business. North River is an IT company, not an internet service provider (ISP).

North River IT's history in Juneau can be traced to 2018 when it was awarded Juneau School District's (JSD) RFP 2018-WI. The RFP was unique as it represented a shift at JSD to managed services reimbursed through Universal Service Administration Co (USAC) instead of previous CBJ/JSD infrastructure projects that were design-bid-build and JSD operated. The RFP was written and administrated by the JSD IT Officer, Chris Murray.

North River IT has since been the sole provider of USAC-funded "Managed Internal Broadband Services" to JSD through present. USAC shows the last action taken on the contracts held by North River IT was on 4/27/24 where Kristina Derr canceled North River's contract. Subsequent activity shows JSD processing a 2023 invoice for USAC reimbursement on 10/28/2024.

The delineation between an IT company who provides services to a single entity typically within the bounds of that entity's building/property and that of an ISP which operates across public lands (rights-of-way, etc.) to a point of demarcation on private property requires an ISP to be more capable to maintain compliance with relevant laws, regulations, etc. As further highlighted below North River's proposal illustrates their lack of understanding and qualification to complete a public project such as that contemplated in RFP 25-190.

## #1 Ranked Respondent's Proposal Fails to Incorporate Required Technical Qualifications



RFP 25-190 states that "The Contractor **<u>must have</u>** [emphasis] the necessary experience, organization, technical qualifications, skills, and facilities..." However North River's proposal fails to incorporate any key personnel or subcontractors with the specific technical qualifications and required licensing to perform the construction and engineering contemplated in the project.

North River, like other bidders, contemplates installing equipment on light poles, thus necessitating changes to the existing electrical systems. Electrical engineering, electrical contractors, and electricians all require licensing from the State of Alaska. Neither North River, its proposed construction subcontractor Linkup Alaska LLC, nor the proposed high school students are licensed to do electrical work in the State of Alaska.

All other bidders incorporated qualified, experienced, reputable, and licensed electrical contractors in their proposals. SCS proposed using Alaska Electric and Chatham Electric. ICE proposed using Chatham Electric and Valley Electric. Boldyn proposed using Fullford Electric. ACS proposed using Chatham Electric. SCS, ICE, and ACS also incorporated licensed electrical engineering services.

## #1 Ranked Respondent Proposes to Use Students to Complete Construction

Page 3 of North River's proposal states under Item 5. "Through our partnership with the Juneau School District, career and technical education (CTE) students will gain <u>hands-on experience by assembling masts</u>, providing dock support, [emphasis] and ultimately gaining employment through this project." Ignoring for a moment how North River intends to comply with local, state, and federal labor laws while utilizing underage minors physically on site on a dock during winter completing hazardous construction work. The statement shows that North River clearly lacks staffing to perform the project, does not offer a reasonable plan for obtaining staffing, and demonstrates a lack of understanding related to the various labor-related compliance procedures required public projects, CBJ, and by the RFP.

## #1 Ranked Respondent References Advantages Provided By CBJ



Page 14 of North River's proposal states that one of its key experiences is that North River "joined Frontera on-site during the comprehensive RF study in Juneau." This statement is extremely odd and begs additional explanation on how this is not a disqualifying conflict.

CBJ previously asked for feedback on a public Wi-Fi system for downtown Juneau under RFI 24-116. One of the feedback items provided under RFI 24-116 was that Juneau's downtown core has a very difficult (crowded/congested/noisy) RF environment and that CBJ should complete a radio frequency study. The purpose of such a study is to understand where existing RF sources are located such that CBJ does not install RF equipment that renders existing (and CBJ's once installed) equipment inoperable.

CBJ subsequently issued Quick Quote 24-370 titled "Radio Frequency Study for CBJ IT". The contract was subsequently awarded to Frontera Consulting Group, LLC for \$24,800.00. Frontera then completed a "study", which was provided as additional information for the current RFP 25-190. Frontera did not however complete an academic and neutral RF study in which they surveyed RF levels throughout downtown Juneau to identify RF sources and recommend technological or geographic mitigations for future wireless system designers to take into account. They instead provided a desktop layout and what reads like a proposal by a "full-service and turn-key specialized wireless consulting and integrator group" to provide a Wi-Fi system. The "study" even includes marketing material on Frontera including summaries of previous projects of similar deployments. (For comparison this is all information similar to that CBJ then expected proposers to create/verify on their own in order to respond to RFP 25-190.)

North River's proposal is entirely based upon Frontera's work. However, this is not the same work Frontera's gave to CBJ. North River states on page 5 of their response that, "The original comprehensive RF study was missing part of Zone B. The updated design now has Wi-Fi coverage throughout all of Zone A & B of the MIZ."

What sequence of events essentially led to CBJ paying to prepare North River's proposal? Nothing in North River's proposal indicates that Frontera and North River have ever worked together on a project. Per their own proposal their only mutual experience is to be "on-site" in Juneau. How did North River know when Frontera would be "on-site"?

#### #1 Ranked Respondent References Close Relationships



As stated above, North River IT previously held a contract with JSD. Mr. Murray oversaw North River's contract until he became the CBJ's IT Director in 2022. At that time, Ms. Derr took over his position and continued the oversight of North River's contract until she closed it out on April 27, 2024. Prior to 2018 and until current time, there is no indication that North River has provided services in Juneau beyond that of the aforementioned JSD contracts that were all awarded and managed by the same people.

In September 2024, Ms. Derr left her long-standing job at JSD to join North River as a Project Manager, a position listed as hybrid on LinkedIn. This decision appears timed to coincide with the impending release of RFP 25-190 as to our knowledge North River has no significant presence in Juneau.

In an email from CBJ Purchasing to SCS concerning the discussion topics during the review conference, it was stated that one of the reasons North River and SCS received higher scores in this process was because of their "local established offices". There is a clear acknowledgment by the reviewers that opening a local office months before and hiring a previous colleague located in Juneau was a successful strategy for improving North River's ranking.

These above stated events suggest a potential preference for North River in the RFP process. Close relationships in such circumstances can lead to favoritism. This in and of itself is not necessarily evidence of an issue nor is a conflict of interest from employment per CBJ Ordinance being alleged. However, there are clearly many ethical issues presented in the preparation of and within North River's proposal beyond that of their material non-compliance with RFP requirements.

#### Conclusion

For the above-mentioned reasons SCS requests CBJ find the proposal by North River IT Service Co as non-responsive and disqualified from RFP 25-190.

Chris Ruschmann Snowcloud Services, LLC

Section F, Item 9.



Snowcloud Services, LLC PO Box 33957 Juneau, AK 99803

2760 Sherwood Lane Suite 2B Juneau, AK 99801

(907) 789-7777 (IT) (907) 789-0048 (Internet) https://snowcloudservices.com/

From:	Mark Luchini
То:	Purchasing
Cc:	Renee Loree; Katie Koester; Robert Barr; Borough Assembly; Chris J. Ruschmann
Subject:	Request for bidding review board to take up the matter of the protest of RFP 25-190
Date:	Tuesday, January 28, 2025 3:34:14 PM
Attachments:	image001.png
	snowcloud-juneau-public-wifi-rfp-25-190-protest review request.docx
	snowcloud-juneau-public-wifi-rfp-25-190-protest.docx
	RFP 25-190 Protest Response from the Purchasing Officer (004).pdf

# EXTERNAL E-MAIL: BE CAUTIOUS WHEN OPENING FILES OR FOLLOWING LINKS

Hello Renee,

Attached is our request for the bidding review board to take up the matter of the protest of award for RFP 25-190. Attached is our original protest, the Purchasing Office response and our subsequent rebuttal and request for review. Please send me an acknowledgement these documents were received. Thank you

Mark Luchini 907-789-7702 SnowCloud SERVICES



1/28/2025

Purchasing Division City and Borough of Juneau 155 Heritage Way Juneau, AK 99801

Re: Protest of RFP 25-190

In accordance with CBJ Ordinance 53.50.062, Snowcloud Services, LLC (SCS) hereby files its written request for review by the Bidding Review Board of RFP 25-190 "Provision of Internet Services in the Juneau Maritime Industry Zone for the City & Borough of Juneau." SCS again requests that the proposal by North River IT Service Co be found non-responsive and, if the CBJ wishes non-responsible, and/or otherwise disqualified on the basis that North River's proposal fails to meet minimum standards set out in the RFP, the pricing offered is arbitrary and abnormally low, and pre-proposal actions by North River have clouded an otherwise fair and balanced RFP process.

# #1 Ranked Respondent's Bid is Arbitrary and Abnormally Low

CBJ should reject North River IT Services Co's proposal as their proposed price is arbitrary and the initial term price is abnormally low and will undoubtedly result in poor performance, delays, and difficulty in project management and cost control. The proposed contract CBJ is entering into is a 5-year contract with renewals. The RFP did not require nor consider a 5-year fixed cost at time of bid thus CBJ will be entering into a de facto sole source for renewal after a potentially fraught and incomplete construction phase where substantial initial losses will need to be recovered.

Further it is apparent that North River intentionally underbid as there is no cost breakdown given for the first year's initial one-time construction, future prices are only based upon the initial year with an arbitrary 3% escalation rather than an estimated recurring cost for operation, and the proposal specifically mentions the need to negotiate a buyout clause indicating North River would need CBJ to both make a contribution to purchasing equipment while also agreeing to repurchase the same equipment. North River themselves does not think their bid price is indicative of estimated or true cost.

Under RFP 25-190 CBJ received 5 proposals and scored pricing based upon the initial term as follows (as calculated from points recorded on score sheets):



Bidder	Points	Cost (from pts)	
Alaska Communications	127	\$1,474,574.80	
Boldyn	133	\$1,408,052.63	
ICE Services	110	\$1,702,463.64	
North RIver	250	\$749,084.00	
Snowcloud	217	\$863,000.00	

Bidder SCS has significant existing infrastructure inside the MIZ (downtown Juneau) after providing internet and IT services there for over a decade. SCS's price is not reflective of others with no existing infrastructure as evidenced by the remaining bidders: ACS, Boldyn, and ICE. Similarly North River brings no legacy infrastructure nor novel cost savings technology to justify a lower initial cost. The average bid from ACS, Boldyn, and ICE is approximately \$1.52 million to achieve CBJ's requested coverage and performance, or over double the \$749,000 proposed by North River.

Beyond the abnormally low bid price, North River's bid price appears arbitrary. CBJ provided no budgetary estimates in RFP 25-190 and only states that "Funds from the MPF for the FY25/26 Cruise Season are secured..." Later in the RFP it is stated that "Any price/fee proposals that are over the maximum budget may require additional requests for funding and are therefore not guaranteed to be approved for award." The RFP does not mention that the FY25 Marine Passenger Fee Program only requested/funded \$1,000,000 for this project. As such three out of five respondents proposed systems significantly larger than CBJ's budget. This result is problematic as good-faith respondents' pricing is mainly based upon deployed nodes/access points to achieve the requested level of coverage and performance. As such North River's price appears selected only to narrowly avoid award contracting delays associated with certain price thresholds as under CBJ Ordinance 53.50.060 (e) (1), "bids in excess of \$750,000" require assembly approval (and the possibility of additional public scrutiny).

Beyond the obvious bad faith and opacity in North River's pricing, the gamification is strongly to the public's detriment when analyzing total 5-year contract cost. The total proposed 5-year cost by North River is \$3,976,542.72. \$1 million to \$2 million over prices contemplated by all other bidders. ACS and SCS do not offer exact pricing for future years but based upon comparing one-time versus recurring costs stated in their proposals the annual post-construction support appears in the \$100,000/year to \$200,000/year range. ICE proposes a recurring service cost for peak months, April – October, of \$27,382.56 and off-peak months, October – April, of \$5,859.36. Extrapolating ICE's months to an annual cost with 7 months of peak and 5 months of off-peak charges is \$220,974.72. Boldyn's proposal uses a zero upfront capital cost model, however their 5-year package including financing is \$1,403,467.



							Savings over
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ICE Services	\$1,708	\$221	\$221	\$221	\$221	\$2,592	\$1,384

Summarizing the 5-year estimates in a table (in thousands of dollars):

#### **Response from Purchasing Office:**

Upon review of the pricing provided in all the proposals received, I have determined that River North's proposal was not arbitrary or abnormally low. The price was determined by use of formula and was only 25% of the total evaluation criteria with Understanding & Methodology being 20%, Management Plan being 30% and Experience & Qualifications being 25%. If the price component was removed from the evaluation scoring calculations, North River would still score number one by having the highest total ranking in the three other categories.

## SCS rebuttal:

The Purchasing Officer's report does not evaluate or refute any of SCS' protest grounds other than to state that "Upon review of the pricing provided in all the proposals received, I have determined that River North's proposal was not arbitrary or abnormally low."

Secondly, the Purchasing Officer's report contemplates removing price from consideration entirely and still awarding to North River on the basis of formula. The protest grounds SCS has stated are unrelated to the RFP scoring formula. The Purchasing Officer's analysis is of interest as it illustrates how there is a broader issue that is remains unresolved by formula analysis. Suppose North River had bid \$1 for Year 1 and simply added \$200,000 to the renewal price in Years 2 through 5? Would the Purchasing Officer's conclusion remain the same? Why is a 50% underbid in Year 1 and a 200% overbid on the total contract value acceptable and not to the detriment of the City?

When entering into contracts and for the performance of contracts there is the covenant of good faith and fair dealing. As the attached CBJ Standard Terms and Conditions for a "Qualified Vendor" allude: "A responsible vendor has the capability in all respects to fully perform all of the contract requirements, and the experience, integrity, perseverance, reliability, capacity, facilities, equipment and credit, which will assure **good faith** performance." Further the same CBJ Standard Terms and Conditions state, "A response may be rejected and considered **non**-



**responsive** for, including but not limited to, the following reasons: ... If the response contains any excessively unbalanced prices (either above or below a reasonable price) to the detriment of the City; ..." There is a clear detriment to CBJ to overpay for services and there is a clear issue with CBJ covering the contractor's risk to accept an underbid proposal to the detriment of itself and other bidders who have responded in good faith to price CBJ's actual proposed project/performance criteria.

# #1 Ranked Respondent Does Not Regularly and Routinely Engage in Services Sought #1 Ranked Respondent's Proposal Fails to Incorporate Required Technical Qualifications

RFP 25-190 states that "The Contractor **<u>must have</u>** [emphasis] the necessary experience, organization, technical qualifications, skills, and facilities..." However North River's proposal fails to incorporate any key personnel or subcontractors with the specific technical qualifications and required licensing to perform the construction and engineering contemplated in the project.

North River, like other bidders, contemplates installing equipment on light poles, thus necessitating changes to the existing electrical systems. Electrical engineering, electrical contractors, and electricians all require licensing from the State of Alaska. Neither North River, its proposed construction subcontractor Linkup Alaska LLC, nor the proposed high school students are licensed to do electrical work in the State of Alaska.

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# **Response from Purchasing Office:**

The intent of this statement in an RFP is to ensure that providers are capable of providing the services as described, but it does not limit proposers on how they are able to provide the services, whether that be through the use of partnerships or subcontractors. The evaluation committee found that North River met this RFP requirement. North River scored the most by providing what the committee determined to be the best plan for the project by providing their approach to installation and configuration, equipment, security management, network monitoring, troubleshooting, and capacity planning.



North River provided multiple references to successful similar projects, therefore CBJ has no reason to believe that they would not be successful in completing this project. Additionally, North River has successfully worked on other projects for CBJ and has shown that they can deliver as promised and within their proposed budget.

All consultants and subcontractors will be completely vetted during any contract negotiations. CBJ is confident that the proposed partners named in the North River organizational chart are licensed and do have detailed experience that would suggest they can complete the project.

## SCS rebuttal:

The Purchasing Officer's report states: "CBJ is confident that the proposed partners named in the North River organizational chart are licensed and do have detailed experience that would suggest they can complete the project."

Again, SCS reiterates that the project contemplates electrical and engineering work that requires licensure in the State of Alaska. The proposed subcontractors in the North River proposal do not hold licenses required to perform such electrical and engineering work as verifiable in the publicly accessible State of Alaska database. Or alternatively stated, North River's proposal does not mention or attest to hold such licensing. There is no lower bar to be minimally compliant, i.e. responsive, other than to have the licenses required to complete the project contemplated in the RFP.

If CBJ simply allows North River to add additional subcontractors post award, as CBJ will inevitably be forced to do, then CBJ cannot also look past the creation of the non-responsibility issues whereas CBJ's evaluators scored a proposal that was materially lacking in minimal licensing for "Experience and Qualification" with scores of 10/10, 8/10, and 8/10. (9/10 is not an allowed score.)

Furthermore, if CBJ believes that North River (or its named subcontractors) regularly and routinely engages in the services sought, why do they not have the minimally required licensing and why have they not presented such licenses in their RFP response?



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Page 14 of North River's proposal states that one of its key experiences is that North River "joined Frontera on-site during the comprehensive RF study in Juneau." This statement is extremely odd and begs additional explanation on how this is not a disqualifying conflict.

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# **Response from Purchasing Office:**

Any allegations of impropriety or bias is unfounded. The CBJ Purchasing Division makes it a priority to ensure that no conflicts of interest are involved when making decisions in the RFP process and have a multi-level system in place to filter out possible conflicts to verify a fair and equitable decision-making process.

## SCS rebuttal:

Although the Purchasing Office feels there is no conflict of interest due to its multi-level system (policies and procedures) the response does not address or even acknowledge that there is a clear issue-- through no fault of CBJ's-- that a sequence of events by certain Vendors created an unlevel playing field.



#### Further concerns that need to be reviewed

The issues presented in SCS' protest are presented in the framework of the protest process. SCS has additional concerns about the technological solution presented in the RFP and the North River proposal that are not included here. For example, North River has absolutely zero reference to the existing fragile wi-fi environment in the Maritime Industrial Zone. There is no reference to working with existing businesses and residents to ensure there will be no adverse effects of this system on the existing wireless infrastructure. The winning proposal made no mention of frequency coordination with existing Internet and wi-fi service providers in the area. How can the winning bidders scores not reflect the lack of understanding or acknowledgement of the existing wi-fi environment in the "Understanding and methodology", "Management Plan" and "Experience and Qualification" scoring sections? This is a serious omission.

In the preproposal teleconference SCS and other vendors brought up the importance of understanding and the fragile existing wi-fi environment in the Maritime Industrial Zone. There is significant wireless infrastructure in place from existing businesses and residents that can be adversely affected by a project that is implemented without coordination with those existing entities. The potential for adverse effects and monetary losses has not been addressed by CBJ.

#### Conclusion

For the above-mentioned reasons SCS requests this matter be forwarded to the Bidding Review Board and a hearing date be established.

Chris Ruschmann Snowcloud Services, LLC

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