



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

Pre-Proposal Meeting: 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 purchasing@juneau.gov 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 purchasing@juneau.org ***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**

Submission Instructions: **Late responses will not be accepted.** Timely responses will be accepted via Electronic Submission* to CBJ's eProcurement Provider [Public Purchase](#). **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 [State of Alaska Business License \(SOA-BL\)](#) is required to complete the contract award. To obtain a SOA-BL Contractors may be required to file their business with the [State of Alaska Corporations Division](#). 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 to 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 [Website](#) .

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.

Service Locations: 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.

Contract Term & Changes: 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 each 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.

Project Manager & Contract Administrator: 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.

Permits & Invoicing/Payment: 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 **CBJ Accounts Payable Office** and **to the Contract Administrator, or alternative assigned designee.**

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 contend 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. The data set is quite large but it is available to Contractors upon request. Please email Purchasing@juneau.gov 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

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 Contract.

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.

Proposal Requirements: 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 table of contents that includes page numbers and follows a defined sequence for deliverables. **The page limit for this RFP is 10 pages double sided in no less than 11-point font.**

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.

Understanding & Methodology: (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.

Management Plan: (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 sub-consultants. 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.

Price Proposal (Weight 25%): 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.

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

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		
*Point Guide: 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			



Proposed Zone B addition

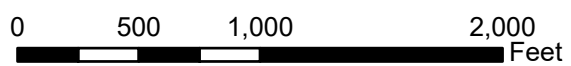
Zone B

Zone B

Zone A

Zone B

Maritime Industry Zones



General Terms and Conditions

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 be 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 Contract. 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-responsive 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.

Contract Cancellation for Cause: 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 must be

clearly identified and marked by page and section and must include a brief statement outlining the reasons for confidentiality. Marking the entire response 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 https://library.municode.com/ak/juneau/codes/code_of_ordinances?nodeId=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 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 <https://www.commerce.alaska.gov/web/cbpl/BusinessLicensing.aspx> If requested by the City, proof of licensing may be required prior to award.

Modifications: Modifications to a solicitation response can be delivered in person, by fax, email to purchasing@juneau.org (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, security tools, IP addresses, etc.).

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 initiated 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 must be supplied with 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: Sales_Tax_Office@juneau.org for sales tax issues, Assessor's Office at email: Assessor.Office@juneau.org for business personal property issues, or Collections Division at email: Collections@juneau.org 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.

Vendor Obligation: 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.

Withdrawal of Response. 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.

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

Cyber Liability Insurance. 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.

Waiver of Subrogation. 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**

RFP 00-000
CONTRACT FOR _____

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: firstname.lastname@company.com

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:

by: _____
Katie Koester
City & Borough of Juneau Manager
Date: _____

Contractor:

by: _____
Name, Title
Company Name
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:

If CBJ chooses to exercise its option to renew the contract, it shall do so by providing written notice to the contractor within 30 days of the expiration of the agreement then in effect. The terms of the original agreement, including any mutually agreed upon amendment, 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 consent of

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 Alaska and CBJ, 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 unenforceable, that part 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.

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.

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

Cyber Liability Insurance. 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.

Waiver of Subrogation. 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.



Finance Department, Purchasing Division
155 Heritage Way, Juneau, AK 99801
Email: Purchasing@juneau.gov
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 BULLET 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 PublicPurchase.com or by signing and returning this form prior to deadline via email to Email: Purchasing@juneau.gov 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 functionality, network 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.

7. 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.

9. 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 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 PublicPurchase.com or by signing and returning this form prior to deadline via email to Email: Purchasing@juneau.gov or provide written acknowledgement with your response proposal.

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: Purchasing@juneau.gov
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: TITLE 36 (Little Davis-Bacon) REQUIREMENTS: 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 <https://certpay.dol.alaska.gov/portal.aspx>. 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: <https://labor.alaska.gov/lss/whhome.htm> If you need additional information, contact the State of Alaska, Department of Labor at 465-4842, and Purchasing at Purchasing@juneau.gov

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 weeks? While we understand 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.
- 3. 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 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.
- 6. 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.
- 8. 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: <http://epv.juneau.org>
- 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 contend 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 contend 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 they would need 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.

5. **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 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.

9. **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 contend 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: <https://juneau.org/newsroom-item/2024-juneau-cruise-ship-calendar> 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 the existing 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 PublicPurchase.com or by signing and returning this form prior to deadline via email to Email: Purchasing@juneau.gov or provide written acknowledgement with your response proposal.

Company

Signature/Printed Name

Date

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