

STANDARD CONTRACT FORM

Goods and Non-Professional Services

The parties' contract comprises this Standard Contract Form, as well as its referenced Articles and their associated Appendices.

1. Agency Contract Number 2025-0700-0352	2. Contract Title Virtual Private Lan Service (VPLS) Circuit	3. Agency Fund Code BBUAD51	4. Agency Appropriation Code B57001002
5. Vendor Number	6. IRIS GAE Number (if used)	7. Alaska Business License Number	
This contract is between the State of Alaska,			
8. Department of Labor & Workforce Development	Division Employment & Training Services	hereafter the State, and	
9. Contractor hereafter the Contractor			
Mailing Address	Street or P.O. Box	City	State ZIP+4

10.	
ARTICLE 1. Appendices: Appendices referred to in this contract and attached to it are considered part of it.	
ARTICLE 2. Performance of Contract:	
2.1 Appendix A (General Conditions), Items 1 through 19, govern contract performance.	
2.2 Appendix B sets forth the indemnification and insurance provisions of this contract.	
2.3 Appendix C sets forth the scope of work/services to be performed by the contractor.	
ARTICLE 3. Period of Performance: The period of performance for this contract begins <u>July 1, 2025</u> , and ends <u>6/30/2026</u> with four (4) one (1)-year options to renew.	
ARTICLE 4. Considerations:	
4.1 In full consideration of the contractor's performance under this contract, the State shall pay the contractor a sum not to exceed \$_____ in accordance with the provisions of Appendix D.	
4.2 When billing the State, the contractor shall refer to the Agency Contract Number and send the billing to:	
11. Department of Labor & Workforce Development	Attention: Division of Employment & Training Services (ETS)
Mailing Address PO Box 115509, Juneau, Alaska 99811-5509	Attention: Shawna Reid

12. CONTRACTOR	13. CONTRACTING AGENCY
Name of Firm	Department/Division Labor & Workforce Development/Administrative Services
Signature of Authorized Representative	Signature of Procurement Officer
Typed or Printed Name of Authorized Representative	Typed or Printed Name of Procurement Officer Dan DeBartolo
Date	Date

NOTICE! This contract has no effect until signed by the head of the contracting agency, procurement officer or designee.

APPENDIX A
GENERAL CONDITIONS

1. Inspections and Reports:

The department may inspect, in the manner and at reasonable times it considers appropriate, all of the contractor's facilities and activities under this contract. The contractor shall make progress and other reports in the manner and at the times the department reasonably requires.

2. Suitable Materials, Etc.:

Unless otherwise specified, all materials, supplies or equipment offered by the contractor shall be new, unused, and of the latest edition, version, model, or crop and of recent manufacture.

3. Disputes:

If the contractor has a claim arising in connection with the contract that it cannot resolve with the State by mutual agreement, it shall pursue the claim, if at all, in accordance with the provisions of AS 36.30.620-AS 36.30.632

4. Default:

In case of default by the contractor, for any reason whatsoever, the State of Alaska may procure the goods or services from another source and hold the contractor responsible for any resulting excess cost and may seek other remedies under law or equity.

5. No Assignment or Delegation:

The contractor may not assign or delegate this contract, or any part of it, or any right to any of the money to be paid under it, except with the written consent of the Procurement Officer.

6. No Additional Work or Material:

No claim for additional supplies or services, not specifically provided in this contract, performed, or furnished by the contractor, will be allowed, nor may the contractor do any work or furnish any material not covered by the contract unless the work or material is ordered in writing by the Procurement Officer.

7. Independent Contractor:

The contractor and any agents and employees of the contractor act in an independent capacity and are not officers or employees or agents of the State in the performance of this contract.

8. Payment of Taxes:

As a condition of performance of this contract, the contractor shall pay all federal, State, and local taxes incurred by the contractor and shall require their payment by any subcontractor or any other persons in the performance of this contract. Satisfactory performance of this paragraph is a condition precedent to payment by the State under this contract.

9. Compliance:

In the performance of this contract, the contractor must comply with all applicable federal, state, and borough regulations, codes, and laws, and be liable for all required insurance, licenses, permits and bonds.

10. Conflicting Provisions:

Unless specifically amended and approved by the Department of Law, the terms of this contract supersede any provisions the contractor may seek to add. The contractor may not add additional or different terms to this contract; AS 45.02.207(b)(1). The contractor specifically acknowledges and agrees that, among other things, provisions in any documents it seeks to append hereto that purport to (1) waive the State of Alaska's sovereign immunity, (2) impose indemnification obligations on the State of Alaska, or (3) seek to limit liability of the contractor for acts of contractor negligence, are expressly superseded by this contract and are void.

11. Officials Not to Benefit:

Contractor must comply with all applicable federal or State laws regulating ethical conduct of public officers and employees.

12. Contract Prices:

Contract prices for commodities must be in U.S. funds and include applicable federal duty, brokerage fees, packaging, and transportation cost to the FOB point so that upon transfer of title the commodity can be utilized without further cost. Prices for services must be in U.S. funds and include applicable federal duty, brokerage fee, packaging, and transportation cost so that the services can be provided without further cost.

13. Contract Funding:

Contractors are advised that funds are available for the initial purchase and/or the first term of the contract. Payment and performance obligations for succeeding purchases and/or additional terms of the contract are subject to the availability and appropriation of funds.

14. Force Majeure:

The parties to this contract are not liable for the consequences of any failure to perform, or default in performing, any of their obligations under this Agreement, if that failure or default is caused by any unforeseeable Force Majeure, beyond the control of, and without the fault or negligence of, the respective party. For the purposes of this Agreement, Force Majeure will mean war (whether declared or not); revolution; invasion; insurrection; riot; civil commotion; sabotage; military or usurped power; lightning; explosion; fire; storm; drought; flood; earthquake; epidemic; quarantine; strikes; acts or restraints of governmental authorities affecting the project or directly or indirectly prohibiting or restricting the

furnishing or use of materials or labor required; inability to secure materials, machinery, equipment or labor because of priority, allocation or other regulations of any governmental authorities.

15. Contract Extension:

Unless otherwise provided, the State and the contractor agree: (1) that any holding over of the contract excluding any exercised renewal options, will be considered as a month-to-month extension, and all other terms and conditions shall remain in full force and effect, and (2) to provide written notice to the other party of the intent to cancel such month-to-month extension at least thirty (30) days before the desired date of cancellation.

16. Severability:

If any provision of the contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected; and the rights and obligations of the parties will be construed and enforced as if the contract did not contain the particular provision held to be invalid.

17. Continuing Obligation of Contractor:

Notwithstanding the expiration date of this contract, the contractor is obligated to fulfill its responsibilities until warranty, guarantee, maintenance, and parts availability requirements have completely expired.

18. Termination.

- a. The Procurement Officer, by written notice, may terminate this contract, in whole or in part, when it is in the best interest of the State. In the absence of breach of contract by the contractor, the State is liable only for payment in accordance with the payment provisions of this contract for services rendered before the effective date of termination.
- b. The Procurement Officer may also, by written notice, terminate this contract under Administrative Order 352 if the contractor supports or participates in a boycott of the State of Israel.

19. Governing Law; Forum Selection

This contract is governed by the laws of the State of Alaska. To the extent not otherwise governed by Article 3 of this Appendix, any claim concerning this contract shall be brought only in the Superior Court of the State of Alaska and not elsewhere.

APPENDIX B¹
INDEMNITY AND INSURANCE

Article 1. Indemnification

The contractor shall indemnify, hold harmless, and defend the contracting agency from and against any claim of, or liability for error, omission or negligent act of the contractor under this agreement. The contractor shall not be required to indemnify the contracting agency for a claim of, or liability for, the independent negligence of the contracting agency. If there is a claim of, or liability for, the joint negligent error or omission of the contractor and the independent negligence of the contracting agency, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. "Contractor" and "contracting agency", as used within this and the following article, include the employees, agents and other contractors who are directly responsible, respectively, to each. The term "independent negligence" is negligence other than in the contracting agency's selection, administration, monitoring, or controlling of the contractor and in approving or accepting the contractor's work.

Article 2. Insurance

Without limiting contractor's indemnification, it is agreed that contractor shall purchase at its own expense and maintain in force at all times during the performance of services under this agreement the following policies of insurance. Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If the contractor's policy contains higher limits, the state shall be entitled to coverage to the extent of such higher limits. Certificates of Insurance must be furnished to the contracting officer prior to beginning work and must provide for a notice of cancellation, non-renewal, or material change of conditions in accordance with policy provisions. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach of this contract and shall be grounds for termination of the contractor's services. All insurance policies shall comply with and be issued by insurers licensed to transact the business of insurance under AS 21.

2.1 Workers' Compensation Insurance: The Contractor shall provide and maintain, for all employees engaged in work under this contract, coverage as required by AS 23.30.045, and; where applicable, any other statutory obligations including but not limited to Federal U.S.L. & H. and Jones Act requirements. The policy must waive subrogation against the State.

2.2 Commercial General Liability Insurance: covering all business premises and operations used by the Contractor in the performance of services under this agreement with minimum coverage limits of \$300,000 combined single limit per claim.

2.3 Commercial Automobile Liability Insurance: covering all vehicles used by the Contractor in the performance of services under this agreement with minimum coverage limits of \$300,000 combined single limit per claim.

**CONTRACT #
2025-0700-0352
APPENDIX C
SCOPE OF WORK**

The contractor will provide a Virtual Private LAN Service (VPLS) circuit between Juneau, AK and Malabar, FL with the following specifications:

Circuit Capacity	10 mbps
Circuit Latency	100 ms
Circuit Jitter	10 ms
Circuit Termination	RJ-45 Ethernet Connection
Juneau Hub IP Address	63.140.116.116
Juneau Hub Physical Address	333 Willoughby Ave., Juneau, AK
Juneau Hub Phone Number	(907) 465-4881
Malabar Hub IP Address	63.74.216.1
Malabar Hub Physical Address	3225 Jordan Blvd., Malabar, FL
Malabar Hub Phone Number	(321) 725-8081
Additional Hub Physical Address	6831 Arctic Blvd. Anchorage, AK
Additional Hub Phone Number	(907) 265-5454
Contract Base Term	July 1, 2025 to June 30, 2026
Renewal Option 1	July 1, 2026 to June 30, 2027
Renewal Option 2	July 1, 2027 to June 30, 2028
Renewal Option 3	July 1, 2028 to June 30, 2029
Renewal Option 4	July 1, 2029 to June 30, 2030

Contractor has provided pricing for additional capacity as part of their response as well as pricing for an additional hub. If DOLWD determines that either increased capacity or the additional hub is required during the life of this contract, a contract amendment will be prepared reflecting that change. No charges for these additional services will be permitted until a contract amendment has been fully completed and provided to all parties.

All contract renewals are at the sole discretion of the State to exercise. The State will notify the contractor in advance that they wish to extend this contract for the renewal period and will provide a contract amendment document to cover this.

CONTRACT # 2025-0700-0325
CONTRACT PRICING

ITEM NO.	QTY	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
-------------	-----	------	-------------	---------------	-------------------

CURRENT CAPACITY REQUIREMENTS – 10 mbps

1	12	Month	Base Contract Period 7/1/25-6/30/26	_____	_____
2	12	Month	Renewal Period 1 - 7/1/26-6/30/27	_____	_____
3	12	Month	Renewal Period 2 - 7/1/27-6/30/28	_____	_____
4	12	Month	Renewal Period 3 - 7/1/28-6/30/29	_____	_____
5	12	Month	Renewal Period 4 - 7/1/29-6/30/30	_____	_____
6	1	Each	Additional Site	_____	_____

TOTAL _____

OPTIONAL CAPACITY LEVEL – 15 mbps

7	12	Month	Base Contract Period 7/1/25-6/30/26	_____	_____
8	12	Month	Renewal Period 1 - 7/1/26-6/30/27	_____	_____
9	12	Month	Renewal Period 2 - 7/1/27-6/30/28	_____	_____
10	12	Month	Renewal Period 3 - 7/1/28-6/30/29	_____	_____
11	12	Month	Renewal Period 4 - 7/1/29-6/30/30	_____	_____
12	1	Each	Additional Site	_____	_____

TOTAL _____

OPTIONAL CAPACITY LEVEL 2 – 20 mbps

13	12	Month	Base Contract Period 7/1/25-6/30/26	_____	_____
14	12	Month	Renewal Period 1 - 7/1/26-6/30/27	_____	_____
15	12	Month	Renewal Period 2 - 7/1/27-6/30/28	_____	_____
16	12	Month	Renewal Period 3 - 7/1/28-6/30/29	_____	_____
17	12	Month	Renewal Period 4 - 7/1/29-6/30/30	_____	_____
18	1	Each	Additional Site	_____	_____

TOTAL _____