

REQUEST FOR PROPOSALS

**The Aleut Community of St. Paul Island, Tribal Government
requests proposals for a**

Submarine Fiber Optic Cable Desktop Study

October 7, 2023



NOTICE TO OFFERORS

RFP Availability

A copy of the Request for Proposal (RFP) Submarine Fiber Optic Desktop Study is available on the website www.aleut.com.

Questions About the RFP

All questions about the RFP must be directed to Dylan Conduzzi at dcconduzzi@aleut.com.
Closing Date for Receipt of Offeror Questions is 5:00 PM (AKDT), October 14, 2023.

Closing Date for Receipt of Proposals

Completed proposals must be submitted in-person or via e-mail no later than 5:00 PM (AKDT), November 3, 2023.

This RFP is issued by The Aleut Community of St. Paul Island (ACSP).

The Aleut Community of St. Paul Island, Tribal
Government 4720 Business Park Boulevard, Suite G-42
Anchorage, AK 99503

TABLE OF CONTENTS

NOTICE TO OFFERORS2

SECTION 1 -- ADMINISTRATIVE OVERVIEW4

SECTION 2 – STATEMENT OF WORK.....8

SECTION 3 – PROPOSAL REQUIREMENTS.....13

SECTION 4 – EVALUATION OF PROPOSALS AND BASIS FOR AWARD19

Attachment A. Notice of Intent to Submit a Proposal.....21

Attachment B. General Conditions for Services Agreements.....22

Attachment C. Special Conditions for Services Agreements30

Attachment D. Insurance Requirements.....32

IT IS THE RESPONSIBILITY OF ALL OFFERORS TO CHECK THE TABLE OF CONTENTS TO CONFIRM THAT ALL PAGES LISTED THEREIN ARE CONTAINED IN THEIR RFP PACKAGE.

This RFP contains 32 pages.

SECTION 1 -- ADMINISTRATIVE OVERVIEW

1.1 INTRODUCTION

This is a Request for Proposals (RFP) issued by the Aleut Community of St. Paul Island (ACSP) to solicit proposals from Offerors who wish to be considered. The contract will be issued and administered as an Agreement for Services with the ACSP.

1.2 SCHEDULE OF KEY DATES

The schedule of key dates set forth herein represents the ACSP's best estimate of the schedule that will be followed. Any of the dates listed below may be changed at any time at the sole discretion of the ACSP Procurement Officer or Delegated Procurement Officer.

Date of Notice (RFP Issued):..... October 7, 2023 5:00 p.m. AKDT
Closing Date for Receipt of Offeror's Attachment A
(Notice of Intent to Submit a Proposal):..... October 14, 2023 5:00 p.m. AKDT
Closing Date for Receipt of Offeror Questions: October 18, 2023 5:00 p.m. AKDT
Closing Date for Posting Responses to Questions: October 21, 2023 5:00 p.m. AKDT
Closing Date for Receipt of Proposals:..... November 3, 2023 5:00 p.m. AKDT
Proposal Review Period:..... November 6 – November 17, 2023
Date of Contractor Selection and Award: November 24, 2023
Services Start Date (Tentative) December 1, 2023

1.3 RFP AMENDMENTS

The ACSP reserves the right to amend the RFP at any time prior to the Closing Date for Receipt of Proposals. All RFP amendments will be posted on the website www.aleut.com. **Offerors are solely responsible to check this website for any modifications to the RFP. The ACSP reserves the right to cancel this RFP at any time for any reason.**

1.4 QUESTIONS BY OFFERORS AND POTENTIAL OFFERORS TO ACSP

All questions by Offerors or potential Offerors should be submitted in writing via email to Dylan Conduzzi using the address, dconduzzi@aleut.com. ACSP reserves the right to only respond to questions regarding proposal requirements, contents, and details that are received by 5:00 PM, AKDT October 9, 2023. All received questions and responses will be posted by 5:00 PM, AKDT October 16, 2023 on the website (www.aleut.com).

(Since all questions and responses will be posted and accessible to the public, no proprietary information or questions regarding proprietary information or material should be communicated by an Offeror to the website identified above.)

1.5 QUESTIONS BY ACSP TO OFFERORS

The Offeror is responsible for ensuring the correctness and readability of its proposal. However, the ACSP reserves the right to seek clarifications during the Proposal Review Period. The authority to permit correction of proposals is limited to proposals that, as submitted, are responsive to the RFP and may not be used to permit correction of proposals to make them responsive.

1.6 CLARIFICATION OF THE RFP

An Offeror shall carefully review this RFP for defects and questionable or objectionable matter. Comments concerning defects and questionable or objectionable matter shall be promptly submitted to the ACSP prior to the Closing Date for Receipt of Offeror Questions. This shall allow issuance of any necessary amendments to the RFP. The Offeror hereby acknowledges, agrees, and waives any claim arising from any knowledge of any defect in this RFP acquired prior to the Closing Date for Receipt of Offeror Questions and failing to inform the ACSP prior to said deadline. The Offeror further acknowledges and agrees that: (1) the ACSP reserves the right to waive any technical irregularity not affecting an unbiased and objective evaluation of all proposals; (2) such waiver will be in the best interest of the ACSP; and (3) the Offeror hereby waives any claim against the ACSP arising from such technical irregularity.

1.7 PREPARATION COSTS

Any costs incurred by Offerors in preparing or submitting a proposal shall be the sole responsibility of the Offeror.

1.8 PROPRIETARY INFORMATION

The Offeror should clearly identify any proprietary information in the Offeror's submitted proposal. Upon final execution of an Agreement for Services, all non-proprietary information in an Offeror's proposal may be made available by the ACSP for public inspection upon request. Accordingly, material designated as confidential should be readily separable from the proposal in order to facilitate inspection of the nonconfidential portion of the proposal.

1.9 SUBMISSION OF PROPOSALS

All proposals must be submitted via the website www.aleut.com and received by the Closing Date for Receipt of Proposals. Proposals may be modified by an Offeror prior to the Closing Date for Receipt of Proposals on the website www.aleut.com.

1.10 CERTIFICATION OF PROPOSAL

By submitting a proposal, the Offeror certifies that the proposal submitted to the ACSP is in accordance with any required authorization by the governing body of the Offeror's organization. The Offeror further certifies that the information and responses contained in the proposal are true, accurate, and complete, and that the ACSP may justifiably rely upon said information for purposes of evaluation and contracting with the Offeror. If it is later discovered that any information provided in the Offeror's proposal is false, it will result in the Offeror's elimination from consideration.

1.11 PROPOSAL WITHDRAWAL

An Offeror may withdraw its proposal through the website www.aleut.com any time prior to the Closing Date for Receipt of Proposals.

1.12 RFP SUBMITTALS BECOME THE PROPERTY OF ACSP

All proposals and other material submitted shall become the property of the ACSP, and may be returned at the sole discretion of the ACSP.

1.13 DISQUALIFICATION OF PROPOSALS

The ACSP reserves the right to consider as acceptable only those proposals submitted in accordance with all the requirements set forth in this RFP, and which demonstrate an understanding of the scope of work. Any proposal offering any other set of terms and conditions contradictory to those included in this RFP, or that reserves the right to accept or reject award or the right to enter into a contract pursuant to an award, may be disqualified without further notice, at the discretion of the ACSP.

An Offeror shall be disqualified and its proposal automatically rejected for any one or more of the following reasons:

- The proposal shows any noncompliance with applicable law.
- The proposal is incomplete or irregular in such a way as to make the proposal indefinite or ambiguous as to its meaning.
- The Offeror is debarred or suspended. Entities that are currently debarred or suspended from federal procurement transactions are listed in the Excluded Parties Listing System. A search can be performed at <https://www.sam.gov/SAM/> to determine whether an entity has an active exclusion.

1.14 REFERENCES

The Offeror must disclose all contracts for similar services for the last three (3) years, and these will serve as potential references to be contacted by the ACSP as part of the evaluation of the Offeror's proposal. Points of contact and contact information should be indicated for each contract listed.

The ACSP reserves the right to contact the references named in the Offeror's proposal and any other references provided by the Offeror during the past three (3) years. The results of discussions with the references will be used to score the proposal, as described in Section 4 of this RFP.

1.15 SELECTION ON INITIAL PROPOSALS

The ACSP may select a Contractor on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the Offeror's best terms.

1.16 BASIS FOR SELECTION

Based on the evaluation process discussed in Section 4 of this RFP, the highest ranked responsible and responsive Offeror will be selected.

1.17 PROCESS FOR NEGOTIATIONS

The ACSP will attempt to negotiate with the selected Offeror a mutually acceptable Agreement for Services. If this cannot be accomplished within 14 calendar days after initial Selection, the ACSP reserves the right to terminate contract negotiations with the first-ranked Offeror, and may select the second-ranked Offeror for negotiation of a potential award. This process may continue in order of Offeror ranking until a mutually acceptable Agreement for Services is achieved with the ACSP and an award is made to a selected Offeror.

1.18 AVAILABILITY OF FUNDS

Offerors are advised that entering into an Agreement for Services is contingent upon availability of funds. If funds are not available, the ACSP reserves the right not to enter into an agreement.

1.19 NOTICE TO PROCEED

The ACSP shall not be responsible for work done, even in good faith, prior to the ACSP's execution of an Agreement for Services unless specific provisions are made in the Agreement for Services.

1.20 PROCUREMENT OFFICER

This RFP is issued by the Aleut Community of St. Paul Island. The Delegated Procurement Officer responsible for overseeing the RFP process and Agreement for Services is Dylan Conduzzi.

SECTION 2 – STATEMENT OF WORK

2.0 Background and Overview

In 2021, the ACSP submitted an application for a tribal broadband grant under the National Telecommunications and Information Administration (NTIA) Tribal Broadband Connectivity Program (TBCP), part of the Bipartisan Infrastructure Law and Consolidated Appropriations Act. The intent of the TBCP is to support Tribal governments bringing high-speed Internet to Tribal lands, including telehealth, distance education, affordability and digital inclusion initiatives.

As part of the TBCP framework, Middle Mile broadband infrastructure serves a critical role in facilitating a robust, resilient, sustainable and affordable interconnection between the Pribilof Islands of the Bering Sea and the global Internet. This Middle Mile infrastructure is also critical in attracting ongoing investments in the Bering Sea region, as a crossroads between North America and East Asia.

While Middle Mile throughout the continental United States is predominantly terrestrial fiber, Middle Mile in the Bering Sea's unique island geography consists of submarine fiber optic cable systems together with associated terrestrial infrastructure (landing sites, landing stations) required to support interconnections with the service delivery infrastructure of telecommunications carriers and Internet Service Providers (ISP).

The ACSP requests responses from qualified Offerors to provide an industry standard Submarine Fiber Optic Desktop Study to identify potential landing sites, landing stations, submarine cable routes and proposed cable specifications that would build a new interisland fiber network between St. Paul Island and Unalaska Island in Alaska. The resulting network must be carrier-grade and sufficiently robust to support all manner of telecommunications carrier and enterprise network traffic, including anticipated future high-capacity demands supporting healthcare, education, research, public service, commerce and government uses.

While the ACSP has proposed potential landing stations and landing sites, Offerors are welcome to include additional locations that they deem suitable given the anticipated uses of the infrastructure.

2.1 Scope of Work

2.1.1 Propose submarine optical fiber cable route connectivity between St. Paul, Alaska, and Dutch Harbor, Alaska, based on desired paths in Appendix D.

2.1.2 Propose Beach Manhole (BMH) locations and Cable Landing Station (CLS) locations on St. Paul Island and Unalaska Island that satisfy the proposed cable network in 2.1.1. The selection and recommendation of locations should take into account the fit of the location for the planned use as a BMH or CLS, including existing or anticipated support for secure access from sea to shore, terrestrial path(s) from the BMH/CLS location to key network interconnection points, availability of reliable commercial power, and minimal anticipated landowner, rights-of-way, and permitting efforts. Offerors may propose additional alternative BMH/CLS locations during the course of the work.

2.1.3 Provide Industry Standard Desktop Study that includes, but not limited to the following for the proposed cable network in 2.1.1 and BMH locations proposed in 2.1.2.

2.1.2.1 Identification of appropriate submarine optical fiber cable connectivity based on desired paths in Appendix D.

2.1.3.2 Identification of potential Cable Landing Station (CLS) and Beach Manhole (BMH) locations on St. Paul Island and Unalaska Island that satisfy the proposed cable networking in 2.1.1. Capture pictures of locations, including latitude and longitude coordinates. Potential locations are included in Appendix D. Alternative sites will also be considered. Minimum requirements for each site include:

- Identify available existing facilities
- Obtain local nautical charts and street maps encompassing the landing site
- Obtain information for organization or authorities for the use of the landing site
- Identify near shore activities that may affect cable
- Identify cultural or environmental issues that may affect cable installation
- Evaluate climatic, geologic and oceanographic conditions and impact to installation and operation of the cable system.

2.1.3.3 Identification of potential land routes between BMH and CLS locations

- Identify terrestrial land route options
- Identify Right of Ways, construction types and length of runs

2.1.3.4 Submarine Geology along proposed routes to BMH to evaluate geological risks to the cables, including but not limited to the following:

- Seismicity, surface faulting, volcanic activity
- Seafloor topology, morphology and seabed lithology
- Tectonics
- Sediment transport, turbidity currents, sandwaves
- Possible effects of the above for buried and placed cable
- Other geological hazards not covered above

2.1.3.5 Climatology evaluation to determine scheduling of route survey and installation activities, including but not limited to:

- Seasonal variations in climate and weather adjacent to and along the proposed cable route

- Description of major climatic influences (such as hurricanes, temperatures, rains, etc.)
- Other influential weather factors, including flooding frequency and proximity to flood prone areas

2.1.3.6 Oceanography evaluation to identify sea states in the region of the cable route to aid in planning for marine operations, including but not limited to:

- Surface and bottom currents
- Bottom water temperature
- Wind and wave data
- Other oceanographic factors

2.1.3.7 Cultural and Man-Made Factor evaluation to identify and examine impacts along the proposed cable route, including but not limited to:

- General shipping patterns
- Protected areas
- Restricted areas
- Commercial and Research activities, including but not limited to commercial fishing and its impacts and risks, dredging, mining, other submarine cables and pipelines.

2.1.3.8 Provide a general overview of the permitting requirements necessary to conduct marine and terrestrial activities for each landing point, including but not limited to:

- Environmental studies
- Installation and operation
- Limits of territorial and disputed claims

2.1.3.9 Site Visits

- Site Visits shall be conducted for all proposed CLS and BMH locations
- Photographs and other documentation detailing proposed suitable locations of CLS and BMH, site accessibility, working space and other factors that may affect the selection of the site.

2.1.4 Reports

2.1.4.1 Route Recommendation Report for proposed submarine fiber connectivity based on results of Desktop Study and potential CLS and BMH.

- Route position shown in longitude and latitude based on WGS84 datum.
- Type of landing at each proposed BHM
- Seabed depths
- Proposed cable engineering recommendations, including cable types, quantities, slack and burial areas (if applicable).
- Route Position List (RPL)
- Straight Line Diagram (SLD)

2.1.4.2 Marine Study Report for proposed submarine fiber connectivity based on the results of the Desktop Study and Route Recommendation using publicly available data

- Bathymetry
- Seabed and Sub-seabed Features
- Seabed Temperatures
- Ocean Currents
- Cable Burial assessment
- Topographic and geotechnical data for each landing

2.1.4.3 Site Visit Report for sites identified in section 2.1.2

- Provide site selection reasoning
- Provide photographs and mapping details

2.1.4.4 Automatic Identification System (AIS) and other required datasets to provide mapping detail required to determine risk from vessel traffic, pipeline data, other seabed users and hazards

- Provide AIS data
- Provide mapping detail

2.1.4.5 Charting requirements

- North Up adjoining and overlapping charts
- Mercator projection based on WGS84 Datum

- All charts must be to scale with scale labeled on charts

2.1.4.6 Digital Copies

- All documents must be made available in digital format
- Charting : standard format (AutoCAD/ArcGIS) as well as PDF
- Documents: Microsoft Word as well as PDF

2.1.4.7 Any other Activity or study as deemed necessary to complete the requirements

2.2 Minimum Qualifications

2.2.1 Offeror Experience

- Prior experience within the prior 10 years, with completing submarine fiber cable desktop study
- Prior experience within the prior 10 years, with development, implementation and operation of submarine fiber optic cable networks *in Alaska*
- Offerors proposed staffing shall include the noted experience in the above requirements

2.3 Minimum Qualifications

2.3.1 A project plan shall be submitted detailing at minimum the following items:

- Timeline with major milestones
- Proposed progress payments based on timeline of major milestones
- Final submission of report

SECTION 3 – PROPOSAL REQUIREMENTS

3.1 REQUIRED FORMAT

The proposal shall be organized in sections in the following order:

1. Executive Summary
2. Technical Proposal
3. Price Proposal
4. Appendices

3.1.1 EXECUTIVE SUMMARY

Offeror shall submit an Executive Summary outlining the key elements of the proposal. The summary shall be a maximum of 1 (one) page in length.

3.1.2 TECHNICAL PROPOSAL

Offeror shall submit a technical proposal that addresses all items in Section 2, Scope of Work, how the Offeror meets the Minimum Requirements.

3.1.3 PRICE PROPOSAL

Offeror shall submit a price proposal to meet all requirements in Section 2, Scope of Work. Price shall be inclusive of all taxes, shipping and handling. The price shall be detailed on a per site and activity basis as well as hourly labor rates for key personnel along with their job titles.

3.1.4 APPENDICES

Appendix A – Proposal Letter. The Proposal Letter shown in Appendix A shall be signed and dated by an individual authorized to legally bind the Offeror. Evidence shall be submitted showing the individual's authority to bind the Offeror.

Appendix B - Offeror's Profile. The Offeror's Profile form shown in Appendix B shall be completed in its entirety.

Appendix C – References. Using the form shown in Appendix C, provide 2 references for customers with projects of similar scope and scale that were installed within the last 5 years. Points of contact and contact information should be indicated for each contract listed. These will serve as potential references to be contacted by the ACSP as part of the evaluation of the Offeror's proposal.

Appendix D - Potential Cable Paths, Landing Stations and Landing Points

Appendix A

PROPOSAL LETTER TO THE ALEUT COMMUNITY OF ST. PAUL ISLAND

We propose to provide services for the Aleut Community of St. Paul Island, for the benefit of _____ of the Aleut Community of St. Paul Island.

It is understood that this proposal constitutes an offer.

It is understood and agreed that we have read the Aleut Community of St. Paul Island's specifications described in the RFP and this proposal is made in accordance with the provisions of such specifications. By signing this proposal, we guarantee and certify all items included in this proposal meet or exceed any and all such specifications, and agree to the terms and conditions in all of the documents described in Section 4.6 of the RFP, including Attachments.

If selected, we agree to deliver goods and services which meet or exceed the specifications.

Respectfully submitted,

Authorized Signature

Date

Printed Name

Title

Email Address

Telephone

If contract is awarded, the purchase order/payment should be made to

Federal EIN

Remittance Address

City, State, Zip Code

*Attach to this page: Evidence of authority of the above officer to submit an offer on behalf of the company, giving also, the names and addresses of the other officers of the company.

Appendix B

OFFEROR PROFILE

(All items must be provided to be considered)

Company Name _____ **Type of Company** _____

Address _____ **Total # Full Time Employees** _____

_____ **Phone Number** _____

Email _____ **Federal ID #** _____

Company Start Date _____ **State ID #** _____

Project Manager / Principal Contact (Attach Bio) _____

Assigned Employees (Attach Bios) _____

(Attach Additional Listings)

Signature _____ **Date** _____

Position/Title _____

***Attach to this page: Resumes for all project team members.**

Appendix C

REFERENCES

Name of Firm _____

Address _____

Contact Name _____ Position _____

Telephone Number _____ Email Address _____

Dates of Services _____

Description of Services Provided:

Appendix D

Potential Cable Paths, Landing Stations and Landing Points

Minimum Cable Paths Desired

Segment	Location A	Location Z
St. Paul – Unalaska	Village of St. Paul	Dutch Harbor

Potential Cable Landing Stations and Landing Points

Island	CLS	Landing Points
St. Paul	To Be Determined	To Be Determined
Unalaska	GCI Landing Station	Dutch Harbor

SECTION 4 – EVALUATION OF PROPOSALS AND BASIS FOR AWARD

4.1 EVALUATION OF OFFEROR PROPOSALS

All responsive proposals received by the Closing Date for Receipt of Proposals of 5:00 PM AKDT, November 3, 2023, will be evaluated and scored.

4.2 EVALUATION COMMITTEE

A committee, composed of at least two (2) representatives, will evaluate and score each proposal submitted after review of all proposals and completion of oral presentations, if required. The committee will submit its evaluations to the Procurement Officer. The Procurement Officer will review the RFP and the evaluations before the selection of a Contractor. The firm with the highest score according to the criteria shown in this section shall be awarded the contract.

4.3 CRITERIA FOR PROPOSAL EVALUATION AND SCORING METHOD

The scoring and subsequent ranking of each proposal will be based on a scoring method using weighted formulas for technical merit (ability to meet scope of work/schedule), qualifications (expertise and references) and price. The total score for each proposal will be on a scale of 0 to 100 points. Three general categories will be used to evaluate the proposals:

<u>Category</u>	<u>Maximum Number of Points per Category</u>
Overall Solution	55 points
Minimum Qualifications	30 points
Pricing	15 points
Total	100 points

The proposal that offers the lowest price shall receive the maximum 15 points for the pricing section. The points allocated to higher priced proposals shall be equal to the lowest proposal price multiplied by the maximum points and then divided by the higher proposal cost.

Example: Maximum points for pricing = 15 points

Offeror A Total: \$250,000 (lowest cost) = Awarded 15 points

Offeror B Total: \$275,000 (higher cost) = $15 \times (250,000/275,000)$ = Awarded 13.6 points Offeror C

Total: \$350,000 (higher cost) = $15 \times (250,000/350,000)$ = Awarded 10.7 points

4.4 BASIS FOR SELECTION AND AWARD OF AN AGREEMENT FOR SERVICES

The ACSP will select and attempt to negotiate a mutually acceptable Agreement for Services with the first-ranked Offeror. If this cannot be accomplished within 14 calendar days after initial Selection, the ACSP reserves the right to terminate contract negotiations with the first-ranked Offeror, and may select the second-ranked Offeror for negotiation of a potential award. This process may continue in order of Offeror ranking until a mutually acceptable Agreement for Services is achieved with the ACSP and an award is made to a selected Offeror.

Acceptance of an Agreement for Services with the ACSP requires acceptance of:

Attachment B -- General Conditions for Services Agreements

Attachment C -- Special Conditions for Services Agreements--Federal Provisions, if applicable

Attachment D -- Standards of Conduct Declaration

Necessary forms will be provided to the selected company.

Attachment A. Notice of Intent to Submit a Proposal
(May be sent by email or fax.)

Company Name: _____

Address: _____

Phone No.: _____

Email: _____

I acknowledge receipt of Request for Proposal No. _____ and my company intends to submit a proposal prior to the Closing Date for Receipt of Proposals. I acknowledge the requirements for a services agreement with the ACSP, including submittal of a price proposal; Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters; Certification and Disclosure Regarding Payments to Influence

Certain Federal Transactions; Standards of Conduct Declaration; and acceptance of the General Conditions for Services Agreements and the Special Conditions for Services Agreements (Federal Provisions).

I acknowledge receipt of Request for Proposal No. _____ but my company is not submitting a proposal.

Submitted by:

Signature

Date

Typed Name

Title

Attachment B. General Conditions for Services Agreements

1. Coordination of Services by the State. ACSP, or ACSP's designee, shall coordinate the services to be provided by CONTRACTOR in order to complete the Project. CONTRACTOR shall maintain communications with ACSP or the ACSP designee, at all stages of CONTRACTOR's work, and submit to ACSP or the ACSP designee, for resolution, any questions which may arise regarding this Agreement, including but not limited to CONTRACTOR's performance of this Agreement.

2. Relationship of Parties; Independent Contractor Status and Responsibilities, Including Tax Responsibilities.
 - a. In the performance of services required under this Agreement, CONTRACTOR shall be an "independent contractor", with the authority and responsibility to control and direct the performance and details of the work and services required under this Agreement; however, ACSP shall have a general right to inspect work-in-progress to determine whether in ACSP's opinion, the services are being performed by CONTRACTOR in accordance with the provisions of this Agreement. It is understood that ACSP does not agree to use CONTRACTOR exclusively, and that CONTRACTOR is free to contract to provide services to other individuals or entities while under contract with ACSP.

 - b. CONTRACTOR, and CONTRACTOR's employees and agents, shall not be considered agents or employees of ACSP for any purpose, and CONTRACTOR's employees and agents shall not be entitled to claim or receive from ACSP any vacation, sick leave, retirement, workers' compensation, unemployment insurance, or other benefits provided to ACSP employees.

 - c. CONTRACTOR shall be responsible for the accuracy, completeness, and adequacy of its performance under this Agreement. Furthermore, CONTRACTOR intentionally, voluntarily, and knowingly assumes the sole and entire liability (if such liability is determined to exist) to CONTRACTOR's employees and agents, and to any individual not a party to this Agreement, for all loss, damage, or injury caused by CONTRACTOR, or CONTRACTOR's employees or agents in the course of their employment.

 - d. CONTRACTOR shall be responsible for payment of all applicable federal, state and county taxes and fees which may become due and owing by CONTRACTOR by reason of this Agreement, including but not limited to (i) income taxes, (ii) employment related fees, assessments and taxes, and (iii) general excise taxes. CONTRACTOR is further responsible for obtaining all licenses, permits, and certificates that may be required by reason of this Agreement.

 - e. CONTRACTOR shall be responsible for securing any and all insurance coverage for CONTRACTOR and CONTRACTOR's employees and agents which is, or may be, required by law. CONTRACTOR shall further be responsible for payment of all premiums, costs and other liabilities associated with securing said insurance coverage.

3. Personnel Requirements.
 - a. CONTRACTOR shall secure, at CONTRACTOR's own expense, all personnel required to perform the services required by this Agreement.
 - b. CONTRACTOR shall ensure that CONTRACTOR's employees and agents are experienced and fully qualified to engage in the activities and services required under this Agreement, and that all applicable licensing and operating requirements imposed or required under federal, state and county law, and all applicable accreditation and other standards of quality generally accepted in the field of the activities of such employees and agents, are complied with and satisfied.
4. Nondiscrimination. No person performing work under this Agreement, including any subcontractor, employee or agent of CONTRACTOR, shall engage in any discrimination that is prohibited by any applicable federal, state or county law.
5. Subcontracts and Assignments. CONTRACTOR shall not assign or subcontract any of CONTRACTOR's duties, obligations, or interests under this Agreement without the prior written consent of ACSP. Additionally, no assignment by CONTRACTOR of CONTRACTOR's right to compensation under this Agreement shall be effective unless and until the assignment is approved in writing by ACSP, and a tax clearance is submitted by the assignee. ACSP must also approve, in writing, all other assignment or subcontract agreements entered into by CONTRACTOR's assignees and subcontractors, prior to execution.
6. Conflict of Interest. CONTRACTOR represents that neither CONTRACTOR, nor any employee or agent of CONTRACTOR, presently has any interest (and promises that no such interest, direct or indirect, shall be acquired), which would or might conflict in any manner or degree with the performance of CONTRACTOR's services under this Agreement.
7. Modifications of Agreement. Any modification, alteration, amendment, change, or extension to any term, provision, or condition of this Agreement shall be made only by written amendment to this Agreement, signed by CONTRACTOR and ACSP. No modification, alteration, amendment, change or extension to any term, provision, or condition of this Agreement, signed by any persons, including the ACSP, shall be binding on ACSP unless signed by an authorized official of ACSP.
8. Suspension of Agreement. ACSP reserves the right at any time and for any reason to suspend all or any part of the performance required by this Agreement for any reasonable period, upon written notice to CONTRACTOR. Upon receipt of said notice, CONTRACTOR shall immediately comply with said notice and suspend all such work under this Agreement at the time stated.

9. Termination of Agreement for Default.

- a. If CONTRACTOR breaches this Agreement by failing to satisfactorily fulfill in a timely or proper manner CONTRACTOR's obligations under this Agreement, or failing to perform any of the promises, terms, or conditions of this Agreement, ACSP shall have the right to terminate this Agreement in whole or in part, by giving written notice to CONTRACTOR at least seven (7) calendar days (or any longer time as specified by ACSP in writing) before the effective date of termination. The notice shall provide CONTRACTOR with an opportunity to cure its default or take satisfactory corrective action within the seven (7) days (or other longer time as specified by ACSP). In the case of a partial termination, CONTRACTOR shall continue performance of this Agreement to the extent it is not terminated.
- b. CONTRACTOR shall, within four (4) weeks of the effective date of such termination (or within four (4) weeks of the scheduled expiration of the time of performance specified in this Agreement, whichever is earlier), compile and submit in an orderly manner to ACSP an accounting of the work performed up to the effective date of termination or expiration. In such event, CONTRACTOR shall be paid for the actual cost of the services rendered, but in no event more than the total compensation payable to CONTRACTOR under this Agreement.
- c. As of the date of termination provided in the notice, CONTRACTOR shall incur no further obligations in connection with the terminated performance, and CONTRACTOR shall stop performance to the extent specified. CONTRACTOR shall also terminate outstanding orders and subcontracts as they relate to the terminated performance. CONTRACTOR shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated performance, subject to ACSP's approval. ACSP may choose to direct CONTRACTOR to assign CONTRACTOR's right, title, and interest under terminated orders or subcontracts to ACSP.
- d. CONTRACTOR shall not be relieved of liability to ACSP for damages sustained because of any breach by CONTRACTOR of this Agreement, including but not limited to ACSP's procurement of similar goods and services in a manner and upon terms deemed appropriate by ACSP. In such an event, ACSP may retain any amounts which may be due and owing to CONTRACTOR until such time as the exact amount of damages due to ACSP from CONTRACTOR has been determined. ACSP may also set off any damages so determined against the amounts retained.
- e. Upon termination of this Agreement (or upon the scheduled expiration of the time of performance specified in this Agreement, whichever is earlier), all finished and unfinished material prepared by CONTRACTOR shall, at ACSP's option, become ACSP's property and, together with all material, if any, provided to CONTRACTOR by ACSP, shall be delivered and surrendered to ACSP on or before the expiration date or date of termination. For purposes of this Agreement, "material" includes but is not limited to any information, data, reports, summaries, tables, maps, charts, photographs, films, graphs, studies, recommendations, program concepts, titles, scripts, working papers, files, models, audiotapes, videotapes, computer tapes, cassettes, diskettes, documents, and records developed, prepared, or conceived by CONTRACTOR in connection with this

Agreement, or furnished to CONTRACTOR by ACSP. Additionally, CONTRACTOR shall take timely, reasonable, and necessary action to protect and preserve property and materials in the possession of CONTRACTOR, in which ACSP has an interest.

10. Termination of Agreement for Convenience.

- a. ACSP may terminate this Agreement without statement of cause at any time, in whole or in part, by giving written notice to CONTRACTOR of such termination at least thirty (30) calendar days before the effective date of such termination. In the event of a partial termination, CONTRACTOR shall continue performance of this Agreement to the extent it is not terminated.
- b. Upon termination of this Agreement, CONTRACTOR shall, within four (4) weeks of the effective date of such termination, compile and submit in an orderly manner to ACSP an accounting of the work performed up to the effective date of termination. In such event, CONTRACTOR shall be paid for the actual cost of the services rendered, but in no event more than the total compensation payable to CONTRACTOR under this Agreement.
- c. As of the date of termination provided in the notice, CONTRACTOR shall incur no further obligations in connection with the terminated performance, and CONTRACTOR shall stop performance to the extent specified. CONTRACTOR shall also terminate outstanding orders and subcontracts as they relate to the terminated performance. CONTRACTOR shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated performance, subject to ACSP's approval. ACSP may choose to direct CONTRACTOR to assign CONTRACTOR's right, title, and interest under terminated orders or subcontracts to ACSP.
- d. All finished and unfinished material prepared by CONTRACTOR shall, at ACSP's option, become ACSP's property and, together with all material, if any, provided to CONTRACTOR by ACSP, shall be delivered and surrendered to ACSP on or before the date of termination. For purposes of this Agreement, "material" includes but is not limited to any information, data, reports, summaries, tables, maps, charts, photographs, films, graphs, studies, recommendations, program concepts, titles, scripts, working papers, files, models, audiotapes, videotapes, computer tapes, cassettes, diskettes, documents, and records developed, prepared, or conceived by CONTRACTOR in connection with this Agreement, or furnished to CONTRACTOR by ACSP. Additionally, CONTRACTOR shall take timely, reasonable, and necessary action to protect and preserve property and materials in the possession of CONTRACTOR, in which ACSP has an interest.

11. Compliance with Laws. CONTRACTOR shall comply with all federal, state, and county laws, ordinances, codes, rules, and regulations, as the same may be amended from time to time, which in any way affect CONTRACTOR's performance of this Agreement.

12. Indemnification and Defense. CONTRACTOR shall defend, indemnify, and hold harmless ACSP, and the Project, and their respective officers, employees, and agents from and against all liability, loss, damage, cost, and expense, including all attorneys' fees and costs, and all claims, suits, and demands therefore, arising out of or resulting from the acts or omissions of CONTRACTOR or CONTRACTOR's employees, officers, agents, or subcontractors, occurring during or in connection with the performance of CONTRACTOR's services under this Agreement. The provisions of this paragraph shall remain in full force and effect notwithstanding the expiration or early termination of this Agreement.
13. Disputes. No dispute arising under this Agreement may be sued upon by CONTRACTOR until after CONTRACTOR's written request to ACSP to informally resolve the dispute is rejected, or until ninety (90) days after ACSP's receipt of CONTRACTOR's written request, whichever occurs first. While ACSP considers CONTRACTOR's written request, CONTRACTOR agrees to proceed diligently with the provision of services necessary to complete the scope of services described in Attachment 1.
14. Confidentiality of Material.
 - a. All material given to or made available to CONTRACTOR by virtue of this Agreement, whether oral or written, and which is identified as proprietary or confidential information, will be safeguarded by CONTRACTOR and shall not be disclosed to any individual or organization without the prior written approval of ACSP.
 - b. All information, data, or other material provided by CONTRACTOR to ACSP, which is identified as proprietary or confidential, shall be kept confidential to the extent permitted by law.
15. Ownership and Intellectual Property Rights.
 - a. Physical Material. The ACSP shall have complete ownership of all physical material, both finished and unfinished, which is acquired, developed, prepared, or assembled by CONTRACTOR pursuant to this Agreement, unless the provisions of the Project's Prime Award (grant/contract awarded directly by the federal government), if any, requires that title to physical material vest in another party. If determined by ACSP to be necessary, CONTRACTOR and ACSP shall execute any and all documents necessary to establish the ACSP or other required party as the owner of the material, without the need for any additional consideration.
 - b. Patentable Inventions.
 - i. Rights to Patentable Inventions. The rights to patentable inventions shall be determined in accordance with the provisions of the Project's Prime Award, if any. If the Prime Award is subject to the applicable regulations governing patents and inventions incorporated in 37 CFR 401, the term "subcontractor" shall be substituted for "contractor" throughout 37 CFR 401, unless the context of the clause requires otherwise. It is intended that 37 CFR 401 shall apply to CONTRACTOR in such a manner as is necessary to: (1) reflect the position of

CONTRACTOR as a subcontractor to ACSP, (2) insure CONTRACTOR's rights under 37 CFR 401 and its obligations to ACSP, the Project, and the United States government, and (3) enable the Project to meet its obligations under its Prime Award. In the absence of ownership provisions in the Prime Award, or if the Project is supported by other funds, the ownership of patentable inventions developed pursuant to this Agreement will be determined under applicable U.S. law. If determined by ACSP to be necessary, CONTRACTOR and ACSP shall execute any and all documents necessary to establish the rights to the patentable inventions, without the need for any additional consideration.

- ii. Licensing of Patentable Inventions. CONTRACTOR agrees to grant and hereby does grant to the ACSP an irrevocable, royalty-free, non-transferable, non-exclusive right and license to use, make, have made, and distribute any patentable invention first conceived or reduced to practice in the performance of this Agreement.
 - c. Copyrights. The ACSP shall have complete ownership of all copyright material (including but not limited to any computer software and its documentation and/or databases) that is developed or prepared by CONTRACTOR for ACSP pursuant to this Agreement, and all such material shall be considered "works-made-for-hire." All such material shall be delivered to ACSP upon expiration or termination of this Agreement. CONTRACTOR, however, may use thereafter any ideas and techniques that may be embodied in such works. To the extent the material is not recognized as a "work-made-for-hire" as a matter of law, CONTRACTOR hereby assigns to the ACSP any and all copyrights in and to the material. If determined by ACSP to be necessary, CONTRACTOR, and the ACSP shall execute any and all documents necessary to establish the ACSP as the owner of the material, without the need for any additional consideration.
16. Publicity. CONTRACTOR shall not refer to ACSP, the Project, or any office, agency, or officer thereof, or to the services provided pursuant to this Agreement, in any of CONTRACTOR's brochures, advertisements, or other publicity of CONTRACTOR. All media contacts with CONTRACTOR about this Agreement shall be referred to ACSP.
17. Payment Procedures; Final Payment. All payments under this Agreement shall be made only upon (a) submission by CONTRACTOR to ACSP of original invoices specifying the amount due and certifying that services requested under this Agreement have been performed by CONTRACTOR according to this Agreement, and (b) satisfactory performance as determined by ACSP and as specified in Attachments 1, 2, and 3.
18. Governing Law, Jurisdiction and Venue. The validity of this Agreement and any of its terms and/or provisions, as well as the rights and duties of the parties to this Agreement, shall be governed by the laws of the State of Alaska. Any action at law or in equity to enforce or interpret the provisions of this Agreement shall be brought in a state court of competent jurisdiction in Anchorage, Alaska.
19. Notices. Any written notice required to be given by a party to this Agreement shall be (a) delivered personally, or (b) sent by United States first class mail, postage prepaid, to ACSP at its address, and to CONTRACTOR at its address, as indicated in this Agreement. A notice shall be deemed to have been received by the recipient three (3) days after mailing or at the time of

actual receipt, whichever is earlier.

20. Severability. In the event that any provision of this Agreement is declared invalid or unenforceable by a court of competent jurisdiction, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining terms of this Agreement, provided that the remaining terms and conditions of this Agreement remain legal and enforceable.
21. Waiver. The failure of ACSP to insist upon strict compliance with any term, provision or condition of this Agreement shall not constitute or be deemed to constitute a waiver or relinquishment of ACSP's right to enforce the same in accordance with this Agreement.
22. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same Agreement.
23. Federal Provisions. If federal funds are expended under this Agreement, CONTRACTOR shall comply with the applicable provisions of Attachment C.

Attachment C. Special Conditions for Services Agreements

FEDERAL PROVISIONS

1. If federal funds (under a federal grant) are expended under this Agreement, CONTRACTOR shall comply with the applicable provisions of ACSP ____.
2. If federal funds (under a federal prime contract) are expended under this Agreement, CONTRACTOR shall comply with the applicable provisions of ACSP .
3. If federal funds (under a cost-type prime cost reimbursable contract) are expended under this Agreement, and CONTRACTOR is a commercial entity in possession of government property, CONTRACTOR shall comply with the applicable provisions of ACSP .
4. If federal funds (under a cost-type prime cost reimbursable contract) are expended under this Agreement, and CONTRACTOR is an educational or nonprofit entity in possession of government property, CONTRACTOR shall comply with the applicable provisions of ACSP .

The aforementioned federal provisions can be found at _____

Attachment D. Insurance Requirements

Awardee shall maintain Commercial General Liability insurance acceptable to ACSP in full force and effect throughout the term of the Agreement. The policy or policies of insurance maintained by the Awardee shall provide a minimum Combined Single Limit Coverage (bodily injury and property damage) in the amount of \$1,000,000 per occurrence and \$2,000,000 general aggregate per policy year. Insurance shall be in force the first day of the term of the Agreement.

Workers' Compensation/Employers' Liability Insurance – Awardee shall maintain workers' compensation insurance for all persons whom they employ in carrying out the work under this Agreement, in amounts sufficient to meet the Alaska statutory limits and/or the legal requirements in all other jurisdictions where work will be performed. Awardee shall maintain the following minimums for Employers' Liability: (1) Bodily Injury by Accident, \$1,000,000 (each accident); (2) Bodily Injury by Disease, \$1,000,000 (policy limit); and (3) Bodily Injury by Disease, \$1,000,000 (each employee).

Auto Liability Insurance – Awardee shall maintain Auto Liability Insurance covering all owned, non-owned and hired autos with coverage of not less than \$1,000,000 per occurrence for Bodily Injury (per person); not less than \$1,000,000 per occurrence for Bodily Injury (per accident); and not less than \$1,000,000 per occurrence for Property Damage. The required limit of insurance may be provided by a single policy or with a combination of primary and excess policies.

Each insurance policy and COI required by this Agreement shall:

- a. Provide that any insurance maintained by ACSP will apply in excess of, and not contribute with, insurance provided by the Contractor's policy.
- b. Name ACSP as additional insureds with respect to operations performed for the ACSP.
- c. Waive all rights of subrogation in favor of ACSP.

Clauses a and b are waived for any professional liability (errors and omissions) insurance, and workers' compensation.

Awardee shall ensure that all its subcontractors also obtain and comply with all the above insurance requirements and limits, to cover all work performed.

Awardee is required to notify ACSP of any changes to Awardee's insurance policies or any cancellation of insurance at least THIRTY (30) days prior to the change or cancellation.

All insurance described herein shall be primary and cover the insured for all work to be performed under this Agreement, all work performed incidental thereto or directly or indirectly connected therewith.

Awardee agrees to deposit with ACSP, on or before the effective date of the Agreement, certificates of insurance necessary to satisfy ACSP that the insurance provisions of the Agreement have been complied with and to keep such insurance in effect and the certificates therefore on deposit with ACSP during the entire term of the Agreement.

ACSP shall retain the right at any time to review the coverage, form, and amount of the insurance required hereby. If, in the opinion of ACSP, the insurance provisions in the Agreement do not provide adequate protection for ACSP, ACSP may require Awardee to obtain insurance sufficient in coverage, form, and amount to provide adequate protection. ACSP's requirements shall be reasonable but shall be designed to assure protection from and against the kind and extent of the risks which exist at the time a change in insurance is required.

ACSP shall notify Awardee in writing of changes in the insurance requirements; and if Awardee does not deposit copies of acceptable insurance policies with ACSP incorporating such changes within TEN (10) days of receipt of such notice, this Agreement shall be in default without further notice to Awardee and ACSP shall be entitled to all legal remedies.

The procuring of such required policy or policies of insurance shall not be construed to limit Awardee liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement. Notwithstanding said policy or policies of insurance, Awardee shall be obligated for the full and total amount of any damage, injury, or loss arising from its acts or omissions with respect to this Agreement.