



ALASKA RAILROAD CORPORATION
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ARRC BRIDGES 3.0, 3.2 & 3.3, 30% DESIGN SERVICES

Request for Proposal 25-07-212925

February 7, 2025

Alaska Railroad Corporation
327 W. Ship Creek Avenue, Anchorage, AK 99501
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Response Required: This page must be completed and returned to ensure receipt of future addenda or additional info. Please e-mail this form to ThompsonC@akrr.com. All addenda will be forwarded to the contact's name and number listed below.

Firms that have not returned the cover sheet will not be informed of addendums and will only be alerted to addendums by checking with the ARRC procurement officer or by checking ARRC's internet site: www.alaskarailroad.com , select Procurement and then Solicitations. Bidders must acknowledge the receipt of all issued addendums in their proposal/bid submittal.

Company _____

Address _____

Contact _____

Phone _____ Fax _____

Email _____

Website: www.alaskarailroad.com



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ARRC BRIDGES 3.0, 3.2 & 3.3, 30% DESIGN SERVICES

The Alaska Railroad Corporation (ARRC) is soliciting proposals from firms interested in providing the design services for the following:

ARRC is requesting a contractor to assist with design and permitting through 30% design for the initial contract. It is anticipated that design services through construction may be negotiated and added a later time if funding and permitting are obtained.

Sealed Proposals will be received until **3:00 p.m. Alaska time, on MARCH 6th, 2025** at the following location:

Alaska Railroad Corporation
Attn: C. Lee Thompson
327 W. Ship Creek Avenue
Anchorage, AK 99501

One original hard copy and one electronic copy (USB flash drive) shall be submitted.

It is the Firm's responsibility to understand what is required by this solicitation. The ARRC shall not be held responsible for Firm's lack of understanding. Should a Firm not understand any aspect of this RFP, or require further explanation, or clarification regarding the intent or requirements of this document, it shall be the responsibility of the Firm to seek guidance from the ARRC.

Proposals received by e-mail transmission will not be considered for award. Proposals shall be submitted on the forms furnished herein. Amendments or withdrawals must be received by ARRC's Contracts Section prior to the date and time listed above.

All consultants are requested to visit the site, if not during the hosted event, at another time of their choosing. Consultants will be responsible for all costs associated with attending the site visit. It is understood that due to scheduling conflicts and the remote location of the site, scheduling this site visit may be challenging for those interested in proposing.

Federal Funding: Work associated with this RFP is funded by the Federal Transit Administration (FTA), an operating administration of the United States Department of Transportation. This solicitation package contains some provisions that are designated as applicable to FTA funded projects.

ARRC may award a contract resulting from this solicitation to the responsible Firm whose offer conforming to this solicitation will be the most advantageous to ARRC.

ARRC expressly reserves the right to waive minor informalities, negotiate changes, reject any or all Proposals, not advance a Firm to negotiations or cancel the solicitation. "Minor Informalities"

means matters of form rather than substance that are evident from the submittal, or are insignificant matters that have a negligible effect on price, quantity, quality, delivery, or contractual conditions and can be waived or corrected without prejudice to other Proposers.

This RFP is not to be construed as a commitment of any kind nor does it commit ARRC to pay for any cost incurred in the submission of an offer or for any other cost incurred prior to the execution of a formal contract

Protests: Per ARRC Procurement Rule **1800.2**

A protest based on alleged improprieties or ambiguities in a solicitation must be filed at least 10 days before the due date of the bid or proposal, unless a later protest due date is specifically allowed in the solicitation. If a solicitation is made with a shortened public notice period and the protest is based on alleged improprieties or ambiguities in the solicitation, the protest must be filed before the due date of the bid or proposal.

The protest of an invitation to bid or a request for proposals in which a pre-bid or pre-proposal conference is held within 12 days of the due date must be filed before the due date of the bid or proposal if the protest is based on alleged improprieties or ambiguities in the solicitation. A protest based upon alleged improprieties in an award of a contract or a proposed award of a contract must be filed within 10 days after a notice of intent to award a contract is issued by the procurement officer.

ARRC Disadvantaged Business Enterprise (DBE) Program: ARRC is an equal opportunity corporation that encourages the participation of DBEs as prime contractors and subcontractors on its contracts funded in whole or in part by the Federal Transit Administration (FTA) or the Federal Highway Administration (FHWA). ARRC has a race neutral DBE Program and does not set DBE goals on individual solicitations. Nonetheless, the ARRC aspires to achieve an overall DBE participation of 4.0% in federal fiscal years 2025-2027 on contracts funded by agencies within the U.S. Department of Transportation. If this contract is funded in whole or in part by funds from the FTA, FEMA or the FHWA, it is imperative that you consult the Federal Terms and Conditions portion of this solicitation.



The Alaska Railroad is a member of Green Star (<http://www.greenstarinc.org/>). ARRC earned an initial Green Star Award in 1994 and a Green Star Air Quality Award in 2007. The Alaska Railroad considers Green Star membership to be a positive business attribute, and regards a Green Star award as a tangible sign of an organization's commitment to environmental stewardship and continual improvement within its operations.

Questions: Please direct all questions concerning this RFP via email to: ARRC Procurement, Attention: C. Lee Thompson at ThompsonC@akrr.com or phone 907.854.3141. Please include the RFP number in the subject line.

Sincerely,

C. Lee Thompson
Contract Administrator
Alaska Railroad, Corporation

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ATTACHMENTS:

https://www.dropbox.com/scl/fo/2d50kku9d74vi791hx2id/ACrhW2C13eMLMdZekfw_2Ek?rlkey=fe9k3uo8oul3fqytcjibyfuvr&st=cms27gzy&dl=0

- DRAWINGS Folder
- INSPECTION REPORTS - Folder
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- ARRC Engineering Plans, Specs & Estimate Submittal Guidelines
- ARRC_BRxx_C&R_Log

SECTION A

BACKGROUND INFORMATION AND SCOPE OF SERVICES

Description of Work

1. Introduction and Background

The Alaska Railroad Corporation (ARRC) is planning on rehabilitating the bridges at ARRC Mile Post (MP) 3.0, spanning Japanese Creek and MP 3.2 and MP 3.3 spanning the Resurrection River all of which are located in Seward, Alaska within the Kenai Peninsula Borough. The current bridge located at MP 3.0 consists of two (2), 80-foot-long Through Girder (TG) spans and two (2), 33-foot steel I-beam (IB) approach spans. The bridge located at MP 3.2 consists of one (1) 120-foot TG span, one (1) 80-foot TG span and one (1), 33-foot steel IB approach span. The bridge located at MP 3.3 consists of one (1), 80-foot TG span and two (2), 33-foot steel IB approach spans. Depending on consultant review and recommendations these projects may involve the complete replace the current IB approach spans and bulkheads while rehabilitating the existing TG spans and substructures, rehabilitation recommendations to be provided by consultant.

ARRC is requesting a proposal and cost for performing design, permitting, and other services for these projects. Below is an overview of the tasks.

2. Administrative Requirements

The services within this contract will be phased. The initial contract will consist of services which will consist of preliminary engineering through the National Environmental Protection Act (NEPA) process (0-30%) as described in the Scope of Work.

ARRC reserves the right to negotiate and add services (30-100%) which will consist of final design and potentially construction services; however, is not obligated to do so and may obtain these services by any other means, including in-house forces.

2.1 Notices to Proceed (NTP)

ARRC will issue a Notice to Proceed (NTP), in writing, authorizing work activities to begin, on a phased basis, and indicating the date when Contract phase authorization will begin. The Consultant shall not begin work on tasks within an NTP before the effective date of the NTP. The NTP may include limits or restrictions on allowable activities. ARRC will, at its sole discretion, refuse to pay for out-of-scope work or of work begun before the effective date of the NTP. Each NTP will be awarded separately at the discretion of the funding agency, ARRC, and the performance of the Consultant. The award of one NTP does not constitute future NTP's will be awarded to the successful Consultant.

2.2 Funding

The work solicited herein is to be completed under a Federal Transit Administration (FTA) grant. All terms, especially the Federal terms, included in the Design firm's Term Contract with the Alaska Railroad Corporation (ARRC) are to be strictly adhered to. Any stipulations not included in the solicitation will be provided to the Design firm as an attachment herein.

2.3 References

2.3.1 Unless noted otherwise herein, the 2020 edition of the Alaska Department of Transportation and Public Facilities Standard Specifications for Highway Construction shall be referenced as the SSHC. Furthermore, unless explicitly noted, “Section” or “subsection” shall be in reference to the SSHC. The aforementioned reference manual can be found at:

<http://dot.alaska.gov/stwddes/dcsspecs/assets/pdf/hwyspecs/sshc2020.pdf>

2.3.2 All available legacy files and/or records will be made available to the Designer. ARRC will provide, at a minimum, the following files:

- Bridge Records and Photos
- Bridge Inspection Reports
- ARRC PS&E Submittal Guidelines
- Comment and Resolution Log
- ARRC ACAD Standards - ARRC_ACAD_2024-05-20
- Supporting Documentation

2.4 ARRC Provided Services

2.4.1 For all work outlined herein, ARRC will provide access to the site, flagging protection for all on-site activities, and transportation of personal necessary to complete this work at no cost to the Contractor, unless otherwise indicated herein. If required, approved equipment will be loaded at locations approved by ARRC.

Flagging protection will not exceed ten (10) hours in a day or sixty (60) hours a week. Flagging time includes travel to and from the site. Minimum fourteen (14) days advance notice to schedule Flag Protection. This is limited to availability and must be scheduled in accordance with ARRC standards for flag protection.

2.5 Deliverable Requirements

2.5.1 For all submittals, the ARRC will provide review comments to the Designer within (14) business days, unless otherwise indicated herein. In addition to being reviewed by the ARRC, (when required) ARRC will provide relevant outside organizations with the submittals for comment and concurrence.

2.5.2 Quantity calculation information shall contain sufficient information to allow the quantity for each item to be checked by starting at the source document. Reference the source document(s) for each pay item. These documents shall be referenced to the applicable pay item.

2.5.3 No Contractor logos shall be allowed on any electronic or hard copy documents produced for the ARRC. The Contractor company name and address shall be placed at the beginning of each document and on each plan sheet in the same font and size as the standard text of that document. On each plan sheet place this information below the Engineer’s seal.

2.5.4 Electronic Deliverables

For all drawing deliverables: provide all drawings in AutoDesk’s .dwg format and include all dependencies. The transmitted .dwg drawings sheets must include XREF’s and/or linework in the

model space and layout tabs for each sheet with viewports and title blocks in a ready-to-plot format for AutoCAD Civil 3D. Include all dependencies of the drawing files, not limited to; .CTB files, .PC3 files, .SHX files, data shortcut files, XREF files, and background images. All dynamic design entities must be AutoCAD Civil 3D entities. Surfaces must be Triangular Irregular Networks (TIN) format. Alignments, corridors, profiles, profile views, section lines, cross section views, dynamic labels, drainage features, and grading entities, must all be AutoCAD Civil 3D entities in Civil 3D working format. Use data shortcuts to link AutoCAD entities to the sheet drawings. Utilize a sheet set manager to keep order of sheets and allow quick plotting. Utilize the Alaska State Plane, Zone 4 coordinate system with U.S. Survey Feet for all design work. Transmit design files in a version of Autodesk not later than 2021 but no earlier than 2018. Publish drawing packages from the sheet set manager using the “eTransmit” command (in unbound form and including fonts) and deliver as a .ZIP file.

Provide all other deliverables, narratives, and/or letters in .PDF format and their native file extensions (i.e.: .docx, .pdf, .xlsx, etc.).

2.6 Project Staff

Prior to performing the work identified herein, provide the Owner with a list of the personnel proposed to deliver said work. After the submittal of this RFP, key personnel may not be removed, replaced, or added without the written approval of ARRC’s Project Manager, or its designated representative. It is expected that the personnel presented by the Consultant will be available for the duration of the work outlined herein. Provide an organizational chart with the names of those mentioned in the proposal.

For Consultants with existing Term Contracts with ARRC, employees that are captured in the Consultant’s audited overhead rate, generated in accordance with the Federal Acquisition Regulation (FAR), shall not be listed or considered for reimbursement for the performance of the tasks outlined herein.

2.6.1 Professional Registration

All reports, plans, specification, estimates and similar work products provided by the Contractor shall be prepared by or under the supervision of the Registered Alaskan Engineer or Land Surveyor in responsible charge for the services. These Engineers or Land Surveyors shall be currently registered in the State of Alaska and they shall sign, seal and certify as to the accuracy of each final work product for which they are responsible.

3. Scope of Work

3.1 NTP 1 - Preliminary Engineering

General Task Description. Provide design assistance to the Owner to develop up-to a 30% (as defined in ARRC Engineering Plans, Specifications & Estimate (PS&E) Submittal Guidelines) plan set and supporting documents for the proposed substructure, superstructure, and approaches.

Pay Items as listed below including individual lines for each of the three individual bridges. Alphabetical letters will be assigned to each of the three bridges as indicated below.

Br3.0 - A

Br3.2 - B

Br3.3 - C

SECTION D-1. Pay Item No. A-1, B-1 & C-1 (Preliminary Design: 30%)

Item Description. Provide all labor, equipment, materials, and oversight to provide the levels of plan sets identified herein utilizing the parameters outlined below and in accordance with the ARRC Engineering Plans, Specifications & Estimate (PS&E) Submittal Guidelines.

Implementation. Design services will be carried up to the level indicated to support the National Environmental Policy Act (NEPA) process, guide future Final Design efforts, and identify key design and construction elements that may affect the design process.

- Unless justifiably necessary and approved by ARRC, maintain the existing track geometry of the mainline leading up to either end the superstructure.
- Adhere to design requirements set forth in the most recent edition of American Railway Engineering and Maintenance-of-Way Association (AREMA) Manual of Recommended Practice (MRE).
- Revised plans based on ARRC commentary
- The bridge loads, forces, and stresses shall be determined and computed in general accordance with AREMA section 15.1.3. (See Attachments)
- The basic allowable stresses shall be determined in general accordance with AREMA section 15.1.4. (See Attachments)
- Seismic effects on railroad structures shall be evaluated using the three-level ground motion and performance criteria outlined in AREMA section 9.1.3.1 and AREMA 9.1.4.
- Minimize the footprint of improvements outside of the existing embankment's footprint where it intersects adjacent water bodies, if possible.
- Substructure:
 - Determine the extent of rehabilitation necessary to ensure existing legacy substructures will meet the superstructure needs.
 - If substructure improvements are required;
 - Remove existing piers from the water body to the greatest extent possible.
 - Design foundations based on geotechnical reports and any data close to the project site.
 - Consider liquefaction potential;
 - Consider constructability of the new substructure and the new/existing superstructure (maximum track outage 96 hours);
 - Consider construction and maintenance cost for the new substructure;

- Structural steel elements utilized for the foundation that are above the mudline, and installed to a minimum depth of 20-foot below mudline elevation, shall be hot-dip galvanized in accordance with the SSHC; and,
- Incorporate prefabricated elements, if feasible or practicable, to reduce track closure durations required to install the new substructures.
- Superstructure:
 - Utilize weathering steel for main structural components;
 - Consider design recommendations that maintain a low chord elevation equal to the 100-year flood elevation, plus one-foot of freeboard. If one-foot of freeboard is unobtainable either due to cost, track geometry or other constraints, please make recommendations for alternative designs which may include reducing the low chord elevation to the 100-year flood water elevations.
 - Corrosion resistance via protective coatings (e.g.: *galvanic coatings*) or adequate plate thickness, where/if practical;
 - Consider Track profile impacts to adjacent rail infrastructure including; Br. 3.0, Br. 3.2 and Br 3.3 and the nearby grade crossings at Airport Road and Nash Road.
 - Include a maintenance walkway on the downstream sides of the bridge and approach spans.
 - Support Cooper E80 live load rating and impact, or;
 - Support Alternative live load as outlined in AREMA with no track speed reduction.
 - Identify and support all utilities crossing the existing structure such as fiber optic cable.

Submittal 1 (A-1.1, B-1.1 & C-1.1) (15% Plans) – Produce plans and alternative analysis that includes a proposed or improved substructure (if required), a proposed or improved superstructure (if required) and the general layout and limits of the proposed structures. The layouts should outline the limits of the improvements required to rehabilitate, remove, and/or replace the existing structures, and the extents of any other anticipated improvements or modifications associated with this project (*to include directional orientation and general configuration*).

Submit no more than three (3) concepts, in addition to a no build alternative, for the proposed bridge design/rehabilitation concept; clearly outlining one (1) concept as being the Designer's preferred alternative with the remainder being design alternatives to the latter. Provide a matrix like the example transmitted with this RFP that evaluates, at a minimum, the following:

- Constructability;
- Durability
- Economics;
- Perceived Environmental Impacts; and,
- Restrictions of waterways (e.g.: narrowing existing stream channels)

Alternatives may include, but are not limited to: Full bridge replacement, replacement of certain spans and or replacement of certain sub-structures, rehabilitation of existing sub and superstructures, a combination of replacement of some bridge components and rehabilitation of others.

At this level, inform the Owner of any potential environmental impacts that may affect the project. Provide a list of all potential permits that may be required to perform the Work, as shown on the current level of plans and any mitigation efforts that may need to be implemented during construction.

Submittal 2 (A-1.2, B-1.2 & C-1.2) (30% Plans) – Respond to the Owner’s review comments from the previous submittal in a format acceptable to the Owner. An example comments and resolution log has been transmitted with this RFP for the Consultants use. Provide preliminary civil plans; design assumptions, and preliminary structural drawings; that adhere to the parameters outlined herein and in accordance with the provided PS&E guidelines for the alternative chosen by the Owner (Submittal 1).

Submit further developed plans that align with the ARRC Engineering Plans, Specifications & Estimate (PS&E) Submittal Guidelines, Including:

- Design calculations and a structural drawing plan set that adheres to the parameters outlined herein for the layout of the option chosen by the Owner.
- Design details and drawings that illustrate the full impacts of the project and allow for the estimation of construction impacts, cost and schedules
- Provide a quantity take off of all materials required to perform the Work as shown on this level of the Plans. For steel structures, provide a bill of materials and indicate items that may adversely affect the schedule.
- 30% Plan check list is to include but not be limited to:
 - A plan coversheet containing stakeholder signatures lines
 - A title sheet with a drawing revision number or date; an index identifying various plan sheets comprising the drawing set; a legend of symbols or abbreviations
 - General notes
 - General arrangement / sheet key map
 - Survey control plan
 - Estimate of quantities and summary tables sheets
 - Existing and Proposed project plan and profile sheets
 - Typical Sections and Cross-sections
 - Detail sheet(s) - 30% level of detail
 - Conceptual Construction Staging and Phasing Plans
 - Track Geometry, Armor and Track Work Plans and Profile
 - Site Restoration General Plan

Also note if additional substructure protection is required to mitigate hydraulic forces (*scouring*) at each respective structure (*e.g.: riprap armoring, sheet pile bulkheads, geo-synthetic improvements, cast-in-place, or driven scour protection elements etc.*).

Inclusive of this work shall be the generation of all required figures to support the level of NEPA analysis required. Said figures may include the following: general site plan, area of potential effects (including temporary work pad required for construction, if necessary), or limits of work below the controlling water elevation, volumes of materials, permeant impact areas as they relate to wetlands.

Provide a preliminary quantity take-off of all materials required to perform the work as shown on this level of the Plans. For steel structures, indicate items that may adversely affect the schedule (*e.g.: superstructure package, approach span package, pipe pile, anchor rod, various steel shapes, galvanizing, etc.*)

Update the Owner of any potential environmental impacts that may affect the project that deviate from those indicated in the previous submittal (*e.g.: if riprap armor needs to be potentially placed beneath the controlling water elevation.*) Upon approval and acceptance of the proposed

environmental impacts by the Owner, the Designer is to revise the draft NEPA documents and their Plans to incorporate the impacts.

Submit the Plans, preliminary design assumptions, and a preliminary structural drawing set for review.

Submittal 3 (A-1.3, B-1.3 & C-1.3) (Revised 30% Design Plan Set, Specifications, and Estimate)
– Respond to the Owner’s review comments from the previous submittal (2). Update the preliminary civil plans, design assumptions, and preliminary structural drawings; as noted therein. Furthermore, revise and update the FTA NEPA documentation, to include any pertinent figures, per the Owner’s comments.

In the furnished H&H report, identify the target low chord elevation and optimal span(s) length that minimizes the impacts to the water body’s floodplain opening such that construction permitting can be obtained in the future. Verify that the proposed span length and low chord is practicable and affordable to construct. Additionally, review proposed substructure footprints with the H&H report and provide updated figures/quantities for in-water work and channel impacts.

If the Owner concurs with all the revisions performed by the Consultant, ARRC Environmental will submit the NEPA review document. If not, the Consultant shall complete the revisions requested by the Owner at this level.

The Consultant shall produce a cost estimate to implement all work utilizing standard AKDOT&PF Pay Item Numbers as outlined in the SSHC, and produce draft construction specifications for the improvements, at this design level derived from those in the SSHC. For pay items that do not fit into the non-standard pay items may be created under a relevant Section of the SSHC. Specifications are to be provided under separate cover (*i.e.: they shall be independent of the Plans.*)

SECTION D-2. Pay Item No. A-2, B-2 & C-2 (Environmental Compliance and Permitting)

Item Description. Provide all labor, equipment, materials, and oversight necessary to perform wetland and cultural field surveys as required for compliance with the National Environmental Protection Agency (NEPA). This task shall also include environmental assistance as needed to develop required figures as well as other pertinent items and oversight to ensure environmental compliance up to the 30% design level. This work includes preparing any permit applications, figures, narratives, and/or letters to allow an outside Contractor (non-ARRC) to complete the work in accordance with all governing agencies within the Project limits. This work item will also include a brief description of at least three potential design alternatives with a short white paper identifying and describing the locally preferred alternative.

Implementation. Cultural & Environmental Field Studies and Agency Coordination for NEPA Compliance.

- Develop and confirm the Area of Potential Effect (APE) for the project and its construction.
- Conduct any required additional background research.

- Review all available data including pertinent wetland and cultural data to inform field surveys.
- Review pertinent archeological and historical literature, including the records of the Alaska Heritage Resources Survey (AHRS) to identify and compile information about potentially historic properties within a project's defined APE and determine whether they are listed in, or eligible for inclusion in, the National Register of Historic Places.
- Consult with impacted agencies, federally recognized tribes, Native corporations and organizations, and individuals likely to have knowledge of, or concerns with, properties in the area.
- Obtaining any necessary archaeological survey permits or other permissions necessary to accomplish field surveys. For this project, all survey work will occur within the ARRC ROW.
- Conduct field verification of wetland surveys using the methods outlined in the 1987 Corps of Engineers Wetlands Delineation Manual (USACE 1987) and the 2007 Regional Supplement to the Corps of Engineers Wetland Delineation Manual, Alaska Region (USACE 2007).
- Perform field cultural and wetland surveys, capturing all relevant features that may impact the NEPA and environmental permitting process.
- Conduct Determinations of Eligibility (DOE) on bridges, buildings, tunnels, and other properties, and make recommendations regarding their eligibility for listing on the National Register.
- Preparation of permit applications as discussed in the Description of Work.

Determine the level of analysis required to progress the Project through the FTA NEPA environmental review process.

The Consultant is to use existing data, reports and other available information to recommend the level of field analysis that it believes best suits the project work and requirements. After approval from the owner, execute the field survey(s) as required, collecting all necessary photos, notes, samples, locations, and data required for reporting. Compile and provide a draft report including figures and notes from the Survey, as required for FTA NEPA approvals.

Submittal 4 (A-2.1, B-2.1 & C-2.1) (Wetland and Cultural Field Studies and Reports) – Provide ARRC with the draft cultural and wetland field study report including all required figures and findings in accordance with FTA NEPA requirements and as required to progress the project through the NEPA process and into final design and construction project phases.

Submittal 5 (A-2.2, B-2.2 & C-2.2) (Draft Permit Package & Alternative Analysis White Paper) – Provide the Owner with a draft permit package assembled by the Consultant or their designated sub-contractor. This package should identify what permits are necessary for the work, but the consultant does not need to complete the permit applications.

The permit package will require preliminary figures, including:

- Aerial imagery
- Bathymetric and topographic contours, if applicable

- Proposed fill footprint
- Controlling water lines
- Adjacent wetlands

This submittal will also include the white paper describing the project alternatives in the form of an alternative analysis brief. This shall identify the locally preferred alternative and the reasons why it was selected.

SECTION D-3. Pay Item No. A-3, B-3 & C-3 (Design Survey)

Item Description. Provide all labor, equipment, materials, and oversight to provide a surveyor or third-party surveying firm to perform the level of survey required to proceed with, and complete, the design efforts of the work outlined herein. The Designer shall dictate their requirements to the surveyor or third-party surveying firm. Which shall include, at a minimum, the following items;

Implementation.

Perform all work in accordance with SSHC Section 642 "Construction Surveying and Monuments" using the Alaska State Plane, Zone 4 coordinate system with U.S. Survey Feet as the unit of measure. Work is to be completed under the direct supervision of a licensed Professional Land Surveyor (PLS) that is both currently registered in, and in good standing with, the State of Alaska.

At the direction of the Designer, obtain all survey data required to complete the plan set, which shall include, at a minimum the following items;

- Review any available survey information and determine which additional data is needed for design.
- Monument recovery. At a minimum, tie the collected survey data into all AKDOT&PF and ARRC control within 1000-feet of the project. Additionally, tie the collected data into a known vertical datum to determine the Ordinary High Water (OHW) elevations.
- Set control as needed in project area (minimum of two (2) YPC, one on either end of the bridge)
- As-built survey of the existing super structure and substructures, including low chord and top of rail elevations.
- As-built survey of the existing ground, a minimum of 1,000-feet off each abutment (North and South) to include all ground features and waterways within the ARRC Right-of-Way.
- As-built survey the track prism, to include the top of rail elevations, including grade crossings, a minimum of 1,000-feet from each abutment and within the APE figure.
- As-built all utilities in the project area.
- As-built relevant adjacent infrastructure, as required.
- Any other pertinent site data necessary to complete the bridge replacement solution and track realignment.
- Collect necessary river cross sections to support an H&H study, if sufficient data is not already available from adjacent projects.
- Incorporate LiDAR into surface model for areas not surveyed: <https://elevation.alaska.gov/> (Use newest data available.)
- Any other pertinent site data necessary to complete the bridge solution.
- Produce drone orthophoto (ortho rectified).
- Deliver survey control sheet (also in AutoCAD .dwg).
- Include horizontal and vertical control statements and translation information.

- Deliver AutoCAD C3D topo drawing with TIN surface.

Submittal 6 (A-3.1, B-3.1 & C-3.1) (Design Survey) – Provide drawings files in their native file extensions that are compatible with the Autodesk suite of programs as well as any externally referenced (XREF) files associated with said drawings. Transmit files in a version of Autodesk not later than 2019 but no earlier than 2010. Utilize the Alaska State Plane, Zone 4 coordinate system with U.S. Survey Feet for all survey work. Include all point files (.ascii or similar) with all drawing files, as well as the associated original ground surface(s) of the completed survey. At the conclusion of the survey, provide the surveyor’s field notebook to the Owner.

SECTION D-4. Pay Item No. A-4, B-4 & C-4 (Hydrological and Hydrology Report)

Item Description. Provide all labor, equipment, materials, and oversight to provide the H&H modeling and Engineering required to complete the design work as indicated herein.

Implementation. H&H Study must determine the following data:

- Determine controlling water elevations for permitting
- Characterize the water body (velocities, flow depths, and channel width)
- Produce scour analysis and channel morphology analysis
- Scour protection quantity and placement required
- If required, minimum low chord and span width openings needed to meet the 100-year controlling flood water elevations, plus one-foot, or as otherwise approved by ARRC.

Submittal 7 (A-4.1, B-4.1 & C-4.1) (Hydrological and Hydrology Report)

- An H&H Report in digital form summarizing the procedures, presenting the model results, and providing other necessary documentation to support permitting.
- A separate No-rise certification form stamped by a licensed professional engineer.
- Model files in digital form (PDF, Excel, AutoCAD) acceptable to the Contracting Agency
- Any other findings to support permitting and design.

SECTION D-5. Pay Item No. A-5, B-5 & C-5 (Geotechnical Engineering)

Item Description. Provide all labor, equipment, materials, and oversight to provide the Geotechnical Engineering required to complete the project design work as indicated herein, Including Geotechnical Engineering, Geotechnical Drilling and Geotechnical Testing. In addition to their own, the Designer shall dictate the following requirements to the Geotech or third-party Geotech firm.

No ground disturbing activities, which include Geotechnical Drilling, may commence prior to Preliminary Engineering (PE) NEPA approval. This approval will be provided to the Designer and but may require means and methods input.

Implementation. Work is to be completed under the direct supervision of a licensed Professional Geotechnical Engineer that is both currently registered in, and in good standing with, the State of Alaska.

At the direction of the Designer, obtain all geotechnical data required to complete the plan set as outlined herein, which shall includes, at a minimum the following items;

- Geotechnical Subsurface Exploration
- Geotechnical Laboratory Testing
- Geotechnical Engineering Evaluation/Analysis/Design to support the design effort as well as advice on existing foundation conditions and capacity.
- Pile Drivability Analysis (if required)
- Estimate pile types, capacities and tip elevations (if required)
- Geotechnical Report

Submittal 8 (A-5.1, B-5.1 & C-5.1) (Geotechnical Engineering Report) – Provide Geotechnical Report that presents the information collected in the field, laboratory testing of materials collected from the field, engineering conclusions, engineering recommendations and alternatives.

3.2 NTP 2 – Final Design:

Item Description. Provide all labor, equipment, materials, and oversight to provide the levels of plan sets identified herein utilizing the parameters below that fit within the existing ARRC Mainline geometrical constraints. The Consultant shall utilize the following design constraints and parameters:

- Adhere to requirements set forth in the latest edition of American Railway Engineering and Maintenance-of-Way Association (AREMA) Manual for Railway Engineering (MRE).
- Comply with limitations established in the approved NEPA documents including APEs and neighboring facilities both on and off ARRC Right-of-Way.
- Adhere to geotechnical, H&H and environmental constraints identified within the respective investigations and subsequent analysis (forthcoming).

Pay Item No. D-1, E-1 & F-1 (Final Design, 90% Sets)

Provide a Final Design Plan Set set meeting ARRC requirements defined below and per the ARRC PS&E Guidelines; to include, at a minimum, the following with their native files:

Submittal 9 (D-1.1, E-1.1 & F-1.1) (Final Design, 90% Set)

- 90% Plans
 - A plan coversheet containing stakeholder signatures (e.g.: ARRC)
 - A title sheet with a drawing revision number or date; an index identifying various plan sheets comprising the drawing set; a legend of symbols or abbreviations
 - General notes
 - General arrangement / sheet key map
 - Survey control plan
 - Estimate of quantities and summary tables sheets
 - Demolition plan
 - Typical Sections and Cross-sections
 - Detail sheet(s)
 - Construction Staging and Phasing Plans
 - Track Geometry and Track Work Plans and Profile
 - Site Restoration General Plan
 - Site Restoration Details

- Foundation Plan and Abutment Details
 - Communication and Signal Plans (i.e.: the relocation of the fiber optic utilities)
 - Erosion and Sediment Control Plan and Details
- 90% Specifications
 - 90% Estimate
 - Design calculations stamped by a Structural Engineer licensed in, and in good standing with, the State of Alaska.
 - Permit applications, exhibits and/or agency letters (provided under a separate Task Order)
 - Tabular responses to the preliminary design (30%) submittal review comments
 - A brief report of significant changes from the preliminary design submittal (i.e.: 30%)

Identify drainage details where structure modifications have, or may have in the future, the ability to impound stormwater within the project site, provide drainage details to remove the stormwater off-site in a manner is in line with the regulatory agencies that govern where the discharge it so be made. Identify temporary work areas and management of these work areas.

Detail the additional substructure protection required to mitigate hydraulic forces (*scouring*) at each of the respective impacted structures (*e.g.: riprap armoring, sheet pile bulkheads, geo-synthetic improvements, cast-in-place, or driven scour protection elements etc.*).

The design shall account for additional details such as construction staging requirements, construction phasing and construction loads, site access, demolition drawings, returning the impacted area to the existing conditions, existing utilities, geotechnical recommendations, pre-cast or prefabricated items, contingent items, and drainage.

Cost estimates to implement all work shown under this submittal shall utilize standard AKDOT&PF Pay Item Numbers as outlined in the SSHC. For pay items that do not fit into the non-standard pay items may be created under a relevant Section of the SSHC.

Specifications for the work detailed in the Plans shall be based around those within the AKDOT&PF's SSHC. For subsections that are to be adopted in whole, or partially, the Consultant is permitted to provide supplements to add, delete, or revise any portion of the subsection. For Pay Items that were created under relevant Sections of the SSHC (i.e.: non-standard pay items), the Consultant is to provide specifications in a format like those within the SSHC.

All ARRC review comments from the preliminary design (30%) submittal and applicable environmental documents (NEPA) shall be incorporated into this submittal.

Pay Item No. D-2, E-2 & F-2 (Issued for Construction, 100% Design)

Upon receiving ARRC approval of the (90%) design set, address all remaining comments, and finalize the design package for construction per the ARRC PS&E Guidelines. The 100% design plans, specifications, estimates and supporting documents should be to a level of detail that the project may be bid on and constructed by a third-party contractor.

Submittal 10 (D-2.1, E-2.1 & F-2.1) (Issued for Construction, 100% Design)

Submit wet signed final deliverables. Progress the design to 100% to include, at a minimum, the following:

- Final Plans
- Final Specifications
- Final Estimate
- Final Design calculations stamped by a Structural Engineer licensed in, and in good standing with, the State of Alaska.
- Final permit applications, exhibits and/or agency letters (provided under a separate Task Order)
- Final cross sections (if applicable)
- Final Erosion and Sediment Control Plans
- Tabular responses to previous submittal (i.e.: FD Design set, 90%) review comments
- A brief report of significant changes made since the last submittal
- Complete and sign applicable sections of the Highway Design Checklist to the greatest extents practical for this project. The referenced documents can be found here:
 - <https://dot.alaska.gov/creg/design/highways/HDC/>

Method of Measurement

Pay Items herein will not be measured in accordance with 109-1.01 of the SSHC.

4. Schedule

NTP 1 - February 2025 – December 2025

NTP 2 - TBD

SECTION B

PROPOSAL INFORMATION, CONDITIONS & INSTRUCTIONS

1. Pre-Submission Proposal Inquiries

Offerors shall promptly notify ARRC of any ambiguity, inconsistency, conflict, or error which they may discover upon examination of the solicitation documents. Verbal inquiries regarding this RFP are not permitted. All inquiries must be made in writing and received at ARRC's offices 10 days prior to submission deadline. Written inquiries must be submitted to ThompsonC@akrr.com.

ARRC will respond to all or part of the written inquiries received through the issuance of a written Addendum to the RFP, if in the opinion of ARRC, such information is deemed necessary to submit proposals or if the lack of it would be prejudicial to other prospective Offerors. Oral and all other non-written responses, interpretations and clarifications shall not be legally effective or binding. Any Offeror who attempts to use or uses any means or method other than those set forth above to communicate with ARRC or any director, officer, employee or agent thereof, regarding this RFP shall be subject to disqualification.

2. Proposal Submission Deadline

Proposals will be received until **3:00 PM LOCAL TIME on MARCH 6th, 2025**

Offerors shall submit one original hard copy and one electronic copy (USB Flash Drive) of the proposal.

The envelope used for the submittal of your RFP shall be marked with the following information:

1. Firm Name
2. Request for Proposal #25-07-212925
3. Date and Time Scheduled for Receipt of proposals

Proposals received after the time and date set forth above shall be rejected. All proposals submitted in response to this solicitation must be signed by an individual with the legal authority to submit the offer on behalf of the company.

3. Proposal Open and Subject to Acceptance

All proposals shall remain open and subject to acceptance by ARRC for sixty (60) days after the deadline for proposal submission.

4. Proposal Opening

Proposals will be opened privately at ARRC's convenience on or after the proposal due date.

5. Reserved Rights

In addition to other rights in this RFP, ARRC reserves, holds and may exercise at its sole discretion, the following rights and options:

- (a) To supplement, amend, or otherwise modify or cancel this RFP with or without substitution of another RFP.
- (b) To issue additional or subsequent solicitations for proposals.
- (c) To conduct investigations of the Offerors and their proposals.
- (d) To clarify the information provided pursuant to this RFP.

- (e) To request additional evidence or documentation to support the information included in any proposal.
- (f) To reject any and all proposals, or parts thereof, and/or to waive any informality or informalities in any of the proposals or the proposal process for the RFP, if such rejection or waiver is deemed in the best interest of ARRC.
- (g) To award a contract or contracts resulting from this solicitation to the responsible Offeror whose proposal conforming to this solicitation will be most advantageous to ARRC.
- (h) To negotiate any rate/fee offered by a Offeror. ARRC shall have the sole right to make the final rate/fee offer during contract negotiations. If the selected Offeror does not accept ARRC's final offer, ARRC may, in its sole discretion, reject the proposal and start negotiations with the next highest ranked Offeror.
- (i) If an award is made and, prior to entering into a contract, subsequent information indicates that such award was not in the best interest of ARRC, ARRC may rescind the award without prior notice to Offerors and either award to another Offeror or reject all proposals or cancel the RFP.
- (k) To terminate the contractor at any point in the evaluation process or after award if the approved personnel become unavailable, are switched off project by the firm, or the qualifications are generally found to be inadequate. All personnel reassignments to and from the project will be approved by ARRC.

6. Proposal Costs

Each Offeror shall be solely responsible for all costs and expenses associated with the preparation and/or submission of its proposal, and ARRC shall have no responsibility or liability whatsoever for any such costs and expenses. Neither ARRC nor any of its directors, officers, employees or authorized agents shall be liable for any claims or damages resulting from the solicitation or collection of proposals. By submitting a proposal, Offeror expressly waives any claim(s) for such costs and expenses and (ii) any other related claims or damages.

7. Proposal Format

- (a) One (1) original proposal and one (1) electronic copy containing a statement of qualifications and a concise narrative that addresses each evaluation criterion.
- (b) Proposals shall have a maximum of twenty (20) pages single sided, exclusive of cover sheets, cover letter, exhibits, and forms required by ARRC.
- (c) A signed cover letter of a maximum two (2) pages should introduce the proposed firm summarize the main qualifications of the firm, and include any other information the Offeror deems will emphasize the its ability to successfully perform the services required and demonstrate why selection of Offeror would be advantageous to ARRC.
- (d) **Pricing shall be submitted in a separate envelope labeled "Fee Schedule"**

Important Instructions To be considered responsive, Offerors must submit the following with their proposal

- a. Service Bid Form (signed and with all addendum acknowledged)
- b. Contractors Responsibility Questionnaire
- c. Section H, Federal Aid Contracts: 25 Certification Regarding Use of Contract Funds for Lobbying -31 USC 1352 2 CFR 200.450; 2 CFR 200 App. II(j); 49 CFR Part 20 (page21)

8. Capacity to Perform

Any Offeror considered for award as a result of this solicitation may be required to make assurance to the Contract Administrator concerning the Offeror's capacity and capability to perform. Previous contracts of a like nature, financial solvency, and other information may be requested of the considered Offeror. Failure to provide assurances requested in a timely manner may be cause for rejection of the Proposal.

9. Costs

Other direct costs (ODC) on contracts incurred shall be billed at cost. If travel is required, ARRC will be billed per diem for meals and incidentals using the current Department of Defense rate. Airfare will be billed at cost with coach airfare only, no first class or business class. Lodging must be reasonable. ARRC will not pay for alcohol, valet parking, or expenses it considers to be exorbitant.

Cost plus percentage of cost is not allowed for subcontractors, materials, or travel expenses.

10. Purchase Obligation

ARRC and responding firms expressly acknowledge and agree that ARRC has made no express or implied promises to expend any dollar amounts with respect to the services addressed by this RFP. By submitting a proposal in response to this RFP, each firm acknowledges and agrees that the provisions of this RFP, and/or any communication, statement, act or omission by representatives of ARRC (including consultants) in the selection process, shall not vest any right, privilege, or right of action in any Offeror.

11. Exceptions to Terms, Conditions and Specifications

Any contract resulting from this solicitation shall incorporate the Professional Terms and Conditions contained in this solicitation package. Each Offeror shall indicate all exceptions to terms, conditions, and specifications of this solicitation individually in its proposal. Exceptions received or placed after the proposal submission date will be considered as counter offers and as such will render the entire proposal non-responsive.

12. Public Information

All submitted proposals will be considered confidential until notice of intent to award is issued. After notice of intent to award is issued, all proposals will become public information.

13. Qualifications of Offerors

General Qualifications:

Offerors will be evaluated by ARRC based upon their experience in performing the services requested, financial stability, appropriate personnel, responsiveness, technical knowledge and general organization. ARRC reserves the right to take any actions it deems necessary to determine if Offerors have the ability to perform the services outlined in the Scope of Work in a satisfactory manner. Such actions will include an evaluation of the Offeror's qualifications and references prior to Contract Award. Offerors may be disqualified, and their Proposals rejected, for any reason deemed appropriate by ARRC including, but not limited to, the following:

- (a) Evidence of collusion between a Offeror and any other Offeror(s).
- (b) An unsatisfactory performance record on projects for ARRC, or any other organization.
- (c) The appearance of financial instability (in the opinion of ARRC) and/or evidence that Offeror may not be financially able to complete the work required by the Project Scope in a satisfactory manner.
- (d) If Offeror has failed to complete one or more public contracts in the past.
- (e) If Offeror has been convicted of a crime arising from previous public contracts.
- (f) If Offeror is not authorized to perform work in the State of Alaska.

14. References

Provide a representative list of clients including addresses, contact names and phone numbers. In case of a business entity client, provide the name of an individual familiar with the nature of your services to the entity.

15. Conflict of Interest

Disclose any information that may pose an actual conflict of interest in providing these services or give the appearance of a conflict of interest.

16. Taxes

Pursuant to AS 42.40.910, ARRC is exempt from all forms of state or local sales, property and other taxes. Accordingly, any Proposer who submits a proposal shall not include any such tax in any of its proposal prices or in any calculation thereof.

18. Period of Performance / Contract Period

The contract shall be effective from contract execution and shall be complete by October 1, 2025.

19. Payments

Invoicing shall be done monthly. Payment of invoices shall be due within thirty (30) days of receipt of invoice.

SECTION C SELECTION PROCESS AND EVALUATION CRITERIA

Alaska Railroad Corporation (ARRC) is requesting proposals from interested firms qualified to perform the work described in the Scope of Services. This is intended to be an unbiased evaluation. ARRC reserves the right to determine that proposed services will meet ARRC requirements. ARRC reserves the right to withdraw this RFP, reject any and all proposals, advertise for new proposals, or accomplish the work by other means including issuing only some of the tasks defined in the Scope of Services above, that ARRC in its sole discretion, determines to be in its best interest. ARRC may request additional information from any firm to make a proposal responsive to this RFP or otherwise obtain clarification or additional information that ARRC, in its sole discretion, deems necessary to analyze and compare proposals.

The selection of a firm to perform the services for the Project will be made by an ARRC Selection Committee that will evaluate and score the proposals in accordance with the criteria specified herein and establish a ranking.

ARRC reserves the right to select the top ranked firm based solely on the scoring of the written proposals and to enter directly into negotiations with said firm. However, at its sole discretion, ARRC may require the highest ranked firms to make an oral presentation to the evaluation committee. In this event, oral presentations may be scheduled at ARRC's Board Room located at 327 West Ship Creek Avenue, Anchorage, Alaska or through a video conference meeting.

The selected firms will have an opportunity to summarize the information provided in their written proposals, expand on their capabilities, experience and proposed approach and work plan and answer questions from the selection committee. Scores obtained in the initial phase will not carry over to the presentation phase. Upon completion of the oral presentations, the evaluation committee will review the material presented and determine a ranking order for the firms interviewed.

Proposals should be concise and specifically address each evaluation criteria listed below as it pertains to the scope.

Final Selection / Negotiations:

Once a ranking has been established ARRC will negotiate with the top ranked Firm. Contract negotiations shall be directed toward: (1) making certain that the Firm has a clear understanding of the scope of the work and the requirements involved in providing the required services; (2) determining that the Firm will make available the necessary personnel and facilities to perform the services within the required time; and agreeing upon compensation that is fair and reasonable, taking into account the estimated value, scope, complexity, and nature of the required services. If an agreement cannot be reached negotiations will be terminated, and negotiations will be conducted with the next highest ranked firm, until an agreement is reached, or until ARRC exercises its right to cancel the solicitation.

EVALUATION CRITERIA

The selection of a firm to perform the requested services will be made in accordance with Section E. Proposals will be evaluated on the basis of advantages and disadvantages to ARRC using the criteria described in this Section.

ARRC reserves the right to select the top ranked firm based solely on the scoring of the written proposals and to enter directly into negotiations with said firm. However, at its sole discretion, ARRC may require the highest ranked firms to make an oral presentation to the evaluation committee. In this event, oral presentations will be scheduled and held via video conference. The selected firms will have an opportunity to summarize the information provided in their written proposals, expand on their capabilities, experience and proposed approach and work plan and answer questions from the selection committee. It is important that the primary individuals servicing the contract are present for this presentation. Scores obtained in the initial phase will not carry over to the presentation phase. Upon completion of the oral presentations, the evaluation committee will review the material presented and determine a ranking order for the firms interviewed.

DESCRIPTION

WEIGHT

1. Objective and Methodology

Weight 35

Response must **demonstrate your comprehension of the objectives and services** for the proposed contract. Do not merely duplicate the Statement of Services provided with this RFP. Also, consider if Statement of Services is sufficiently explicit; are expressed or implied schedules attainable/economically feasible; etcetera? Explain. **Define any assumptions made** in formulating Criteria Response. These are design services for a construction project, express any opinions regarding alternative design considerations that could impact construction costs.

Response must outline the methods for accomplishing the proposed contract. Describe what, when, where, how, and in what sequence the work will be done. Address how the contractor plans to create a design that is based on sound engineering principles and considers economic constraints and violability. Address how proximity to the Project site, *particular* geographic familiarity, experience, and capabilities of your firms (Offeror and Proposed Subcontractors) and Project Staff might *specifically* contribute to the proposed methods. Identify the amount and type of work to be performed by any Subcontractors. Consider how each task may be carried out; what services or interaction required from/with the Contracting Agency; etcetera. Suggest alternatives, if appropriate. Identify any **distinct and substantive qualifications** for undertaking the proposed contract such as the availability of specialized equipment or unique approaches or concepts **relevant to the required services** which the firms may use.

2. Management

Weight 10

Response must describe the administrative and operational structures that will be used for performing the proposed contract. For example consider: who will have overall responsibility for the contract? Who will have direct responsibility for specific disciplines? What will the lines of authority be? For any individual who would be in "responsible-charge" (reference AS 08.48) as an Architect, Engineer, Land Surveyor or Landscape Architect, so state and list his/her Alaska professional registration number. A graphic depiction is preferred in your response to this criterion. Additionally, the ARRC may want to inspect work products in progress and have a close ongoing working relationship with your Project Staff. Accordingly, your response should also identify where the various contract services will be performed, *in proximity to the Contracting Agency's office*, and how communications will be maintained between your Project Staff, the ARRC, and (as applicable) any other government agencies or the public.

3. Proposal Project Staff

Weight 25

Response must name the individuals to perform the following FUNCTIONS plus any other professional/technical functions you deem essential to perform the services:

1. Contract Management (contract compliance)
2. Project Management (single point-of-contact directly engaged in contract performance)
3. Structural Engineering *
4. Civil Engineering *

*All personnel acting in responsible charge for all Architectural, Engineering, Land Surveying, and Landscape Architecture functions require an Alaska Registration and must be identified in your proposal.

Describe the work to be performed by the individuals you name to perform essential functions and detail their specific qualifications and substantive **experience directly related to the proposed contract**. A response prepared specifically for this proposal is required. Marketing resumes often include non-relevant information which may detract from the evaluation of proposal. Lists of projects are not useful. Focus on individual's specific duties and responsibilities and how project experience is relevant to the proposed contract.

For each person named, identify their: employer, professional discipline or job classification and state of residency. List at least 3 professional references (contact persons and telephone numbers) for each person.

4. Workload and Resources

Weight 15

Response must: (1) discuss both current and potential time commitments of your proposed Project Staff to all clients; (2) discuss the projected workload of each firm (Offeror and Proposed Subcontractors) for all clients; and (3) demonstrate adequate support personnel, facilities and other resources to provide the services required.

Briefly address capabilities for providing additional services and/or services under an accelerated schedule. Address capacity to reassign personnel, equipment and facilities whenever the proposed contract would not require such capabilities or was delayed.

5. Past Performance & Quality Control

Weight 15

Response must describe previous projects the project team has worked on that are related in size and scope to this project. Describe the dollar amount of the projects and a brief narrative of the successes of the projects. Address how the experience will help your team to perform under this contract. Provide references (contact name and phone number) for each project. Indicate which of the proposed firms and project staff was involved in each project. ARRC reserves the right to investigate referenced projects, contact references and research other projects that the respondent has worked on.

Include in your response a description of your firm's quality control process and how this process has affected the quality of your deliverables. Use specific examples.

SECTION E

**ALASKA RAILROAD CORPORATION
SERVICE BID FORM of:**

NAME _____
ADDRESS _____

To the CONTRACTING OFFICER, ALASKA RAILROAD CORPORATION:

In compliance with your Request for Proposal No. 25-07-212925, dated _____, the Undersigned proposes to furnish and deliver all the services and perform all the work required in said Invitation according to the scope of work and requirements contained therein and for the amount and prices named herein as indicated on the Cost Proposal.

The Undersigned acknowledges receipt of the following addenda to the requirements and/or scope of work for this Request for Proposals (give number and date of each).

Addenda Number	Date Issued	Addenda Number	Date Issued	Addenda Number	Date Issued
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

NON-COLLUSION AFFIDAVIT

The Undersigned declares, under penalty of perjury under the laws of the United States, that neither he/she nor the firm, association, or corporation of which he/she is a member, has, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this proposal.

The Undersigned has read the foregoing proposal and hereby agrees to the conditions stated therein by affixing his/her signature below:

_____ Name of Person Signing	_____ Date
_____ Signature	_____ Cell & Telephone
_____ Title	_____ Email

SECTION D

CONTRACTOR RESPONSIBILITY QUESTIONNAIRE

PART I – INSTRUCTIONS

1. All Bidders/Proposers submitting a Bid/Proposal for federally funded contracts are to complete and submit all Parts of this Questionnaire with their Bid or Proposal. Failure to complete and return this questionnaire, any false statements, or failure to answer question when required, may render the bid/proposal non-responsive. All responses must be typewritten or printed in ink. All information must be legible.
2. Please state "not applicable" in questions clearly not applicable to Bidder/Proposer in connection with this solicitation. Do not omit any question.
3. The completed Questionnaire must be sworn to by a partner (if partnership), a duly authorized officer or individual (if a corporation or LLC), or a principal (if a sole proprietorship).
4. The term "Proposer" includes the term "Bidder" and also refers to the firm awarded the Contract. The term "Proposal" includes the term "Bid".
5. ARRC reserves the right to inquire further with respect to Proposer's responses; and Proposer consents to such further inquiry and agrees to furnish all relevant documents and information as requested by ARRC. Any response to this document prior or subsequent to Proposer's Proposal which is or may be construed as unfavorable to Proposer will not necessarily automatically result in a negative finding on the question of Proposer's responsibility or a decision to terminate the contract if it is awarded to Proposer.

PART II - IDENTITY OF PROPOSER

1. Proposer's Full Legal Name: _____
2. The Proposer represents that it operates as the following form of legal entity: (Check whichever applies and fill in any appropriate blanks.)
 - an individual or sole proprietorship
 - a general partnership
 - a limited partnership
 - a joint venture consisting of: _____and _____
(List all joint venturers on a separate sheet if this space is inadequate.)
 - a non-profit organization
 - a corporation organized or incorporated under the laws of the following state or country: _____ on the following date: _____
 - a limited liability company organized under the laws of the following state or country: _____ on the following date: _____
3. Proposer's federal taxpayer identification number: _____

4. Proposer's Alaska business license number: _____

5. Proposer's contractor's license number (for construction only): _____

6. Proposer's legal address: _____

Telephone/Cell Number: (____) _____ Fax Number: (____) _____

7. Proposer's local or authorized point of contract address:

Name: _____ Title: _____

Address: _____

Telephone Number: (____) _____ Fax Number: (____) _____

8. How long has the Proposer been in business? _____

9. Has Proposer been in business under another name? If so, identify name and dates used.

10. Does your firm consider itself to be an MBE, WBE or DBE?

YES NO If answer is "YES," attach a copy of certification.

11. Number of employees: _____ including _____ employees in the State of Alaska.

PART III-CONTRACTING HISTORY

1. Has the Proposer been awarded any contracts within the last five years by ARRC, the State of Alaska, or any other public entity for the same or reasonably similar goods or services sought by this solicitation? If none, answer "No". If yes, on a separate sheet of paper describe those contracts beginning with the most recent. State the name of the contracting entity; give a brief description of the contract and the contract number, the dollar amount at award and at completion, date completed; state the contract period, the status of the contract, and the name, address, and telephone number of a contact person at the agency. Indicate if award was made to Proposer as prime contractor or joint venture. Proposer need not provide more than three such descriptions.

YES NO

2. Has the Proposer been awarded any private sector contracts within the last five years for the same or reasonably similar goods or services sought by this solicitation? If none, answer "No." If yes, on a separate sheet of paper provide the name and address of the contracting entity, a brief description of work, the dollar amount at award and at completion, date completed, status of the contract and name, address and telephone number of contact person as to each, beginning

with the most recent. Indicate if Proposer acted as prime contractor or joint venture. Proposers need not provide more than three such descriptions.

YES NO

NOTE: ANY "YES" ANSWERS TO #3 BELOW MUST BE FULLY EXPLAINED ON A SEPARATE SHEET OF PAPER AND ATTACHED TO THIS QUESTIONNAIRE.

3. In the past five years has the Proposer been the subject of any of the following actions?

A. Been suspended, debarred, disqualified, or otherwise declared ineligible to bid?

YES NO

B. Failed to complete a contract for a public or private entity?

YES NO

C. Been denied a low-bid contract in spite of being the low bidder?

YES NO

D. Had a contract terminated for any reason, including default?

YES NO

E. Had liquidated damages assessed against it during or after completion of a contract?

YES NO

F. Been a defaulter, as principal, surety or otherwise?

YES NO

G. Been denied an award of a public contract based upon a finding by a public agency that your company was not a responsible contractor?

YES NO

H. A public entity requested or required enforcement of any of its rights under a surety agreement on the basis of your company's default or in lieu of declaring your company in default?

YES NO

I. Been denied a performance or payment bond by a surety company?

YES NO

J. Been required to pay back wages and/or penalties for failure to comply with state or federal prevailing wage or overtime laws?

YES NO

4. Does Proposer currently possess the financial, organizational, technical, equipment, facilities, and other resources necessary to supply the goods or services sought by this solicitation? If no, on a separate sheet of paper describe how you intend to obtain the resources necessary to supply the goods or services sought by this solicitation.

YES NO

5. Does Proposer have any present or anticipated commitments and/or contractual obligations that might impact its ability to meet the required delivery or performance requirements of this solicitation? If yes, on a separate sheet of paper describe any apparent conflicts as between the requirements/commitments for this solicitation with respect to the use of Proposer's resources, such as management, technical expertise, financing, facilities, equipment, etc.

YES NO

PART IV-CIVIL ACTIONS

If “Yes” to Parts IV or V, provide details on a separate sheet of paper including a brief summary of cause(s) of action; indicate if Proposer, its principals, officers or partners were plaintiffs or defendants; define charges explicitly, by what authority, court or jurisdiction, etc. In the case of tax liens, please indicate whether the liens were resolved with the tax authorities. Please submit proof of payment or agreements to pay the liens. Complete details are required!

1. Violations Of Civil Law. In the past five years has Proposer, any of its principals, officers or partners been the subject of an investigation of any alleged violation of a civil antitrust law, or other federal, state or local civil law?

YES NO

2. Lawsuits With Public Agencies. At the present time is, or during the past five years has Proposer, any of its principals, officers or partners been a plaintiff or defendant in any lawsuit or arbitration regarding services or goods provided to a public agency?

YES NO

3. Bankruptcy. During the past five years, has the Proposer filed for bankruptcy or reorganization under the bankruptcy laws?

YES NO

4. Judgments, Liens And Claims. During the past five years, has the Proposer been the subject of a judgment, lien or claim of \$25,000 or more by a subcontractor or supplier?

YES NO

5. Tax Liens. During the past five years, has the Proposer been the subject of a tax lien by federal, state or any other tax authority?

YES NO

PART V-COMPLIANCE WITH LAWS AND OTHER REGULATIONS

1. Criminal: In the past five years has the Proposer, any of its principals, officers, or partners been convicted or currently charged with any of the following:

A. Fraud in connection with obtaining, attempting to obtain, or performing a public contract, agreement or transaction?

YES NO

B. Federal or state antitrust statutes, including price fixing collusion and bid rigging?

YES NO

C. Embezzlement, theft, forgery, bribery, making false statements, submitting false information, receiving stolen property, or making false claims to any public agency?

YES NO

D. Misrepresenting minority or disadvantaged business entity status with regard to itself or one of its subcontractors?

YES NO

E. Non-compliance with the prevailing wage requirements of the State of Alaska or similar laws of any other state?

YES NO

F. Violation of any law, regulation or agreement relating to a conflict of interest with respect to a government funded procurement?

YES NO

G. Falsification, concealment, withholding and/or destruction of records relating to a public agreement or transaction?

YES NO

H. Violation of a statutory or regulatory provision or requirement applicable to a public or private agreement or transaction?

YES NO

I. Do any principals, officers or partners in Proposer's company have any felony charges pending against them that were filed either before, during, or after their employment with the Proposer?

YES NO

2. Regulatory Compliance. In the past five years, has Proposer or any of its principals, officers or partners:

A. Been cited for a violation of any labor law or regulation, including, but not limited to, child labor violations, failure to pay correct wages, failure to pay into a trust account, failure to remit or pay withheld taxes to tax authorities or unemployment insurance tax delinquencies?

YES NO

B. Been cited and assessed penalties for an OSHA or Alaska/OSHA “serious violation”?

YES NO

C. Been cited for a violation of federal, state or local environmental laws or regulations?

YES NO

D. Failed to comply with Alaska corporate registration, federal, state or local licensing requirements?

YES NO

E. Had its corporate status, business entity’s license or any professional certification, suspended, revoked, or had otherwise been prohibited from doing business in the State of Alaska?

YES NO

PART VI-FINANCIAL

Copies of the following documents are to be submitted with this Questionnaire:

1. Proposer’s current Alaska Business License, if required by state law.
2. Proposer’s Financial Statements may be requested: (see specific requirements below):

A. PUBLICLY TRADED COMPANIES: Financial information will be accessed on-line. However, if additional information is needed, it will be specifically requested from the Proposer.

B. NON-PUBLICLY TRADED COMPANIES WITH AUDITED OR REVIEWED FINANCIAL STATEMENTS: Statements, including balance sheet, statement of earnings and retained income, with footnotes, for the most recent three years **may be requested.**

C. NON-PUBLICLY TRADED COMPANIES WITHOUT AUDITED OR REVIEWED FINANCIAL STATEMENTS: Company generated financial statements, including balance sheet, statement of earnings and retained income for the most recent three years. The Chief Financial Officer of the corporation, a partner, or owner, as appropriate, must certify these financial statements.

D. SOLE PROPRIETORSHIPS: Refer to C. If financial statements are not generated, please fill out and sign the Financial Statement form attached hereto. Submit one form for each of the most recent three years.

NOTE: ARRC reserves the right to ask for additional documentation if it is reasonably required to make a determination of integrity and responsibility relevant to the goods or services the Proposer will provide to ARRC if awarded a contract. All financial information provided is considered confidential and not subject to public disclosure under Alaska law.

SECTION E
GENERAL TERMS AND CONDITIONS
(Professional Service Contracts)
(Revised 3/4/08)

The following terms and conditions supersede the terms and conditions on the reverse side of ARRC's purchase order to the extent that they are inconsistent therewith and shall be deemed to have the same force and effect as though expressly stated in any such purchase order into which this document is incorporated.

1. Definitions.

“ARRC” shall mean the Alaska Railroad Corporation.

“Contractor” shall mean the person or entity entering into the contract to perform the work or services specified therein for ARRC.

“Contract” shall mean these General Terms and Conditions, the contract form to which they are annexed, and all other terms, conditions, schedules, appendices or other documents attached to the contract form or incorporated by reference therein.

“Services” shall mean any work, direction of work, technical information, technical consulting or other services, including but not limited to design services, analytical services, consulting services, construction management services, engineering services, quality assurance and other specialized services furnished by Contractor to ARRC under the contract.

2. Inspection and Reports. ARRC may inspect all of the Contractor's facilities and activities under this contract in accordance with the provisions of ARRC Procurement Rule 1600.9. The Contractor shall make progress and other reports in the manner and at the times ARRC reasonably requires.

3. Claims. Any claim by Contractor for additional compensation or equitable adjustment arising under this contract which is not disposed of by mutual agreement must be made by Contractor in accordance with the time limits and procedures specified in sections 1800.12 et seq. of ARRC's Procurement Rules, which by this reference are hereby incorporated herein.

4. Nondiscrimination.

4.1 The Contractor may not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical or mental handicap, sex, marital status, change in marital status, pregnancy or parenthood when the reasonable demands of the positions do not require distinction on the basis of age, physical handicap, sex, marital status, changes in marital status, pregnancy, or parenthood. To the extent required by law, the Contractor shall take affirmative action to insure that the applicants are considered for employment and that employees are treated during employment without unlawful regard to their race, color, religion, national origin, ancestry, physical or mental handicap, age, sex, marital status, changes in marital status, pregnancy or parenthood. This action must include, but need not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The Contractor shall post in conspicuous places,

available to employees and applicants for employment, notices setting out the provisions of this paragraph.

4.2 The Contractor shall cooperate fully with ARRC efforts which seek to deal with the problem of unlawful discrimination, and with all other ARRC efforts to guarantee fair employment practices under this contract, and promptly comply with all requests and directions from the State Commission for Human Rights or any of its officers or agents relating to prevention of discriminatory employment practices.

4.3 Full cooperation in Paragraph 4.2 includes, but is not limited to, being a witness in any proceeding involving questions of unlawful discrimination if that is requested by any official or agency of the State of Alaska; permitting employees of the Contractor to be witnesses or complainants in any proceeding involving questions of unlawful discrimination, if that is requested by any official or agency of the State of Alaska; participating in meetings; submitting periodic reports on the equal employment aspects of present and future employment; assisting inspection of the Contractor's facilities; and promptly complying with all State directives considered essential by any office or agency of the State of Alaska to insure compliance with all federal and state laws, regulations, and policies pertaining to the prevention of discriminatory employment practices.

4.4 Failure to perform under this section constitutes a material breach of the contract.

5. Cancellation/Termination.

5.1 ARRC may, for its sole convenience, cancel this contract in whole or in part, at any time by giving written notice of its intention to do so. In the event of such cancellation, Contractor shall be entitled to receive payment in accordance with the payment provisions of this contract for services rendered or charges incurred prior to the effective date of termination. Contractor shall not be paid for any work done after receipt of a notice of cancellation or for any costs incurred by Contractor's suppliers or subcontractors which Contractor could reasonably have avoided. In no event shall ARRC be liable for unabsorbed overhead or anticipatory profit on unperformed services.

5.2 In addition to ARRC's right to cancel this contract for its convenience, ARRC may, by written notice of default to Contractor, terminate the contract in whole or in part in the following circumstances:

(1) The Contractor refuses or fails to perform its obligations under the contract, or fails to make progress so as to significantly endanger timely completion or performance of the contract in accordance with its terms, and Contractor does not cure such default within a period of ten (10) days after receipt of written notice of default from ARRC or within such additional cure period as ARRC may authorize; or

(2) Reasonable grounds for insecurity arise with respect to Contractor's expected performance and Contractor fails to furnish adequate assurance of due performance (including assurance of performance in accordance with the time requirements of the contract) within ten (10) days after receipt of a written request by ARRC for adequate assurance; or

(3) Contractor becomes insolvent or makes an assignment for the benefit of creditors or commits an act of bankruptcy or files or has filed against it a petition in bankruptcy or reorganization proceedings.

5.3 Upon receipt of a notice of cancellation or termination, Contractor shall immediately discontinue all service and it shall immediately cause any of its suppliers or subcontractors to cease such work unless the notice directs otherwise and deliver immediately to ARRC all reports, plans, drawings, specifications, data, summaries or other material and information, whether completed or in process, accumulated by Contractor in performance of the contract. In the event of termination for default, Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the amount to be paid on this contract exceeds the expense of finishing the work, compensation for additional managerial and administrative services and such other costs and damages as ARRC may suffer as a result of Contractor's default, such excess shall be paid to Contractor. If such expense, compensation, costs and damages shall exceed such unpaid balance, Contractor shall be liable for and shall pay the differences to ARRC. The rights and remedies of ARRC provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law.

6. No Assignment or Delegation. The Contractor may not assign, subcontract 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 prior written consent of ARRC. The hiring or use of outside services, subcontractors or consultants in connection with the work shall not be permitted without the prior written approval of ARRC. No such approval shall relieve Contractor from any of its obligations or liabilities under this contract.

7. Independent Contractor. The Contractor's relationship to ARRC in performing this contract is that of an independent contractor and nothing herein shall be construed as creating an employer/employee relationship, partnership, joint venture or other business group or concerted action. The personnel performing services under this contract shall at all times be under Contractor's exclusive direction and control and shall be employees of the Contractor, and not of ARRC.

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 ARRC under this contract.

9. Ownership of Work Product. Except for items that have preexisting copyrights, all exhibits, drawings, plans, specifications, notes, reports, data, recommendations, artwork, memoranda and any other information prepared or furnished by Contractor to ARRC in the performance of this contract (collectively "Work Product") shall become the property of ARRC and may be used by ARRC for any other purpose without additional compensation to the Contractor. Contractor hereby grants ARRC an irrevocable, perpetual, royalty-free, fully assignable license (with full sublicense rights) to use all proprietary and confidential information and other intellectual property that may be incorporated into any of Contractor's Work Product for ARRC. Should ARRC elect to reuse said Work Product, ARRC shall indemnify, hold harmless and defend Contractor and its subcontractors against any damages or liabilities arising from said reuse. When Work Product produced by the Contractor and its Subcontractors under this Contract are reused by ARRC, the Contractor's and Subcontractor's signatures, professional seals, and dates shall be removed. If such Work Product requires professional signature and seal, it will be signed, sealed, and dated by the professional who is in direct supervisory control and responsible for the new project for which such Work Product is being reused.

Contractor hereby represents and warrants to and for the benefit of ARRC and its successors and assigns that no part of its work product for ARRC will infringe any patent rights or copyrights or utilize any proprietary, confidential or trade secret information or other intellectual property for which Contractor does not have the unqualified right to grant ARRC the license and sublicensing rights referred to above. Contractor shall defend, indemnify and hold harmless ARRC, its successors and assigns, and their respective representatives, agents and employees from and against, any and all claims, defenses, obligations and liabilities which they may have or acquire under or with respect to any patent, copyright, trade secret, proprietary or confidential information, or any other form of intellectual property that may be asserted by Contractor or any other person which arises out of, results from or is based upon the manufacture, use or sale by ARRC or any of its successors or assigns of any of Contractor's work product for ARRC. ARRC shall have the right to select its legal counsel and control its defense in any litigation resulting from any such claim.

10. Governing Law. This contract, and all questions concerning the capacity of the parties, execution, validity (or invalidity) and performance of this contract, shall be interpreted, construed and enforced in all respects in accordance with the laws of the State of Alaska.

11. Alaska Executive Branch Ethics Act Requirements. No officer or employee of the State of Alaska or of the ARRC and no director of the ARRC or legislator of the state shall be admitted to any share or part of this contract or to any benefit that may arise therefrom. Contractor shall exercise reasonable care and diligence to prevent any actions or conditions which could be a violation of Alaska Statute 39.52 et seq. Contractor shall not make or receive any payments, gifts, favors, entertainment, trips, secret commissions, or hidden gratuities for the purpose of securing preferential treatment or action from or to any party. This obligation will apply to the activities of Contractor's employees and agents in their relations with ARRC employees, their families, vendors, subcontractors, and third parties arising from this contract and in accomplishing work hereunder. Certain gratuities may be given or accepted if:

- (1) there is no violation of any law or generally accepted ethical standards;
- (2) the gratuity is given as a courtesy for a courtesy received and does not result in any preferential treatment or action;
- (3) the gratuity is of limited value (less than \$150) and could not be construed as a bribe, payoff or deal; and
- (4) public disclosure would not embarrass ARRC.

ARRC may cancel this contract without penalty or obligation in the event Contractor or its employees violate the provisions of this section.

12. Non-Disclosure of Confidential Information. Contractor acknowledges and agrees that for and during the entire term of this contract, any information, data, figures, projections, estimates, reports and the like received, obtained or generated by Contractor pursuant to the performance of this contract shall be considered and kept as the private, confidential and privileged records of ARRC and will not be divulged to any person, firm, corporation, regulatory agency or any other entity except upon the prior written consent of ARRC. Furthermore, upon termination of this contract, Contractor agrees that it will continue to treat as private, privileged and confidential any information, data, figures, projections, estimates, reports and the like received, obtained or

generated by Contractor during the term of the contract and will not release any such information to any person, firm, corporation, regulatory agency or any other entity, either by statement, deposition or as a witness except upon the express written authority of ARRC. ARRC shall be entitled to an injunction by any competent court to enjoin and restrain the unauthorized disclosure of such information.

Contractor's agreement of non-disclosure as specified in this section applies except to the extent required for (1) performance of services under this contract; (2) compliance with professional standards of conduct for preservation of the public safety, health, and welfare (so long as Contractor has given ARRC prior notice of the potential hazard and ARRC has had a reasonable opportunity to correct the hazard prior to disclosure); (3) compliance with a court order or subpoena directed against Contractor (so long as Contractor has given ARRC prior notice of such and ARRC has had an opportunity to contest the same in a court of law); or (4) Contractor's defense against claims arising from performance of services under this contract.

13. Covenant Against Contingent Fees. Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this contract, and that it has not paid or agreed to pay any person, company, individual, or firm any commission, gift, percentage, fee, contingent upon or resulting from the award or making of this contract. For the breach or violation of this warranty, ARRC may terminate this contract without liability and, at its discretion, deduct from the contract price or otherwise recover the full amount of the commission, percentage, gift, or fee.

14. Standard of Performance. Contractor shall perform its services with care, skill and diligence in accordance with normally accepted industry standards and shall be responsible for the professional quality, technical accuracy, completeness, and coordination of all reports, designs, drawings, plans, information, specifications and other items and services furnished under this Contract. Contractor shall comply with all applicable federal, state and local laws and ordinances, codes, and regulations in performing its services. If any failure to meet the foregoing standard of performance appears within one (1) year after the services are accepted by ARRC, Contractor shall, at a minimum, reperform the work at no cost to ARRC and shall reimburse ARRC for any additional costs that may be incurred by ARRC or any of its contractors or subcontractors as a result of such substandard work. If Contractor should fail to reperform the work, or if ARRC determines that Contractor will be unable to correct substandard services before the time specified for completion of the project, if any, ARRC may correct such unsatisfactory work itself or by the use of third parties and charge Contractor for the costs thereof. The rights and remedies provided for in this section are in addition to any other remedies provided by law.

15. Warranty. In the event Contractor supplies equipment, goods, materials or other supplies in addition to services under this contract, Contractor warrants that said items: (a) shall be of good quality and free from all defects and deficiencies in workmanship, material and design; (b) shall be fit, suitable and operate successfully for their intended purpose; (c) shall be new; (d) shall be free from all liens, claims, demands, encumbrances and other defects in title; and (e) shall conform to the specifications, if any, stated in the contract. Contractor shall honor all guarantees and warranties offered by the manufacturer of the equipment, goods, materials or other supplies provided under this contract. The rights and remedies provided for in this section are in addition to any other remedies provided by law.

16. Indemnification. Contractor shall defend, indemnify and hold ARRC harmless from and against all claims and actions asserted by a third party (or parties) and related damages, losses and expenses, including attorney's fees, arising out of or resulting from the services performed or

neglected to be performed by Contractor or anyone acting under its direction or control or in its behalf in the course of its performance under this contract and caused by any error, omission or negligent act, provided that Contractor's aforesaid indemnity and hold harmless agreement shall not be applicable to any liability based upon the independent negligence of ARRC. If there is a claim of, or liability for, the joint negligent error or omission of the Contractor and the independent negligence of ARRC, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. The term "independent negligence" is negligence other than ARRC's selection, administration, monitoring, or controlling contractor and in approving or accepting Contractor's work.

17. 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 contract 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, ARRC shall be entitled to coverage to the extent of such higher limits. Certificates of Insurance must be furnished to the ARRC contracting officer prior to beginning work and must provide for a 30-day prior notice of cancellation, non-renewal or material change. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach and grounds for termination of the Contractor's services.

17.1 Workers' Compensation Insurance: The Contractor shall provide and maintain, for all employees of the Contractor engaged in work under this contract, worker's compensation insurance as required by applicable law. The Contractor shall be responsible for worker's compensation insurance for any subcontractor who directly or indirectly provides services under this contract. This coverage must include statutory coverage for states in which employees are engaging in work and employer's liability protection not less than \$100,000 per person, \$100,000 per occurrence. Where applicable, coverage for all federal acts (i.e. U.S.L. & H. and Jones Acts) must also be included.

17.2 Comprehensive (Commercial) General Liability Insurance: With coverage limits not less than \$1,000,000 combined single limit per occurrence and annual aggregates where generally applicable and shall include premises-operations, independent contractors, products/completed operations, broad form property damage, blanket contractual and personal injury endorsements. Said policy shall name ARRC as an additional insured and contain a waiver of subrogation against ARRC and its employees.

17.3 Comprehensive Automobile Liability Insurance: Covering all owned, hired and non-owned vehicles with coverage limits not less than \$100,000 per person/\$300,000 per occurrence bodily injury and \$50,000 property damage. Said policy shall name ARRC as an additional insured and contain a waiver of subrogation against ARRC and its employees.

17.4 Professional Liability (E&O) Insurance: Covering all errors, omissions or negligent acts of the Contractor, its subcontractor or anyone directly or indirectly employed by them, made in the performance of this contract which result in financial loss to ARRC. Limits required are per the following schedule:

<u>Contract Amount</u>	<u>Minimum Required Limits</u>
Under \$100,000	\$ 500,000 per Occurrence/Annual Aggregate
\$100,000-\$499,999	\$1,000,000 per Occurrence/Annual Aggregate
\$500,000-\$999,999	\$2,000,000 per Occurrence/Annual Aggregate

Over \$1,000,000

Negotiable-Refer to Risk Management

18. ARRC's Rights Not Waived by Payment. No payment made by ARRC shall be considered as acceptance of satisfactory performance of Contractor's obligations under this contract. Nor shall any payment be construed as acceptance of substandard or defective work or as relieving Contractor from its full responsibility under the contract.

19. Nonwaiver. A party's failure or delay to insist upon strict performance of any of the provisions of this contract, to exercise any rights or remedies provided by this contract or by law, or to notify the other party of any breach of or default under this contract shall not release or relieve the breaching or defaulting party from any of its obligations or warranties under this contract and shall not be deemed a waiver of any right to insist upon strict performance of this contract or any of the rights or remedies as to any subject matter contained herein; nor shall any purported oral modification or rescission of this contract operate as a waiver of any of the provisions of this contract. The rights and remedies set forth in any provision of this Agreement are in addition to any other rights or remedies afforded the nonbreaching or nondefaulting party by any other provisions of this contract, or by law.

20. Savings Clause. If any one or more of the provisions contained in this contract shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this contract, but this contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

21. Headings. The headings of sections and paragraphs of this contract are for convenience of reference only and are not intended to restrict, affect, or be of any weight in the interpretation or construction of the provisions of such sections or paragraphs.

22. Forum Selection. The parties shall not commence or prosecute any suit, proceeding or claim to enforce the provisions of the contract, to recover damages for breach or default under the contract, or otherwise arising under or by reason of the contract, other than in the courts of the State of Alaska for the Third Judicial District at Anchorage. The parties hereby irrevocably consent to the jurisdiction of said courts.

23. Conflict of Interest. Contractor shall act to prevent any actions or conditions which could result in a conflict with ARRC's best interests. This obligation shall apply to the activities of Contractor's employees and agents in their relationships with ARRC's employees, their families, vendors, subcontractors and third parties accomplishing work under this contract.

24. Publicity. Contractor shall not release any information for publication or advertising purposes relative to this contract or to the material, equipment and/or services furnished under this contract without the prior written consent of the ARRC.

25. Audit. ARRC has the right to audit at reasonable times the accounts and books of the Contractor in accordance with the provisions of ARRC Procurement Rule 1600.10.

26. Internal Controls and Record Keeping. Contractor shall keep full and accurate records and accounts of all of its activities in connection with this contract, including, without limitation, reasonable substantiation of all expenses incurred and all property acquired hereunder.

27. Force Majeure. Neither ARRC nor Contractor shall be responsible for failure to perform the terms of this contract when performance is prevented by force majeure, provided that: (1)

notice and reasonably detailed particulars are given to the other party and (2) the cause of such failure or omission is remedied so far as possible with reasonable dispatch. The term “force majeure” shall mean acts of God, earthquakes, fire, flood, war, civil disturbances, governmentally imposed rules, regulations or other causes whatsoever, whether similar or dissimilar to the causes herein enumerated, which is not within the reasonable control of either party and which through the exercise of due diligence, a party is unable to foresee or overcome. In no event shall force majeure include normal or reasonably foreseeable or reasonably avoidable operational delays.

28. Permits and Licenses. The Contractor shall, at its own expense, obtain all necessary permits, licenses, certifications and any other similar authorizations required or which may become required by the government of the United States or any state or by any political subdivision of the United States or of any state except where laws, rules or regulations expressly require the ARRC to obtain the same.

29. Environmental Protection. When performing all obligations under the contract, Contractor shall comply with all specific instructions of ARRC with regard to environmental concerns, regardless of whether such instructions are based upon specific law, regulation or order of any governmental authority.

30. Set Off. If ARRC has any claim against the Contractor related or unrelated to this contract, it may set off the amount of such claim against any amount due or becoming due under this contract.

31. Observance of Rules. The contractor’s personnel performing work or services hereunder on ARRC’s premises shall observe all fire prevention, security, and safety rules in force at the site of the work.

32. No Third-Party Beneficiary Rights. No provision of this contract shall in any way inure to the benefit of any third parties (including the public at large) so as to constitute any such person a third-party beneficiary of the contract or of any one or more of the terms hereof, or otherwise give rise to any cause of action in any person not a party hereto.

33. Entire Agreement. This contract represents the entire and integrated agreement between ARRC and the Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral. This contract may be amended only by a written instrument signed by both ARRC and the Contractor.

34. Key Personnel Changes. Contractor shall secure prior written approval from ARRC for any changes of key personnel assigned to perform services under this contract. ARRC reserves the right to reject any of Contractor’s employees whose qualifications and/or experience in ARRC’s good faith and reasonable judgment do not meet the standards necessary for the performance of the services required under this contract.

35. Status Reports. On a monthly basis (or as otherwise specified in the applicable SOW), Supplier will submit written status reports describing its activities including: (i) the current status of activities (with explanatory narrative when appropriate); (ii) for time and materials engagements, resources used since the last report, and for fixed price engagements percentage completion of project, and a cumulative total, including in each case where applicable fees, time and materials expended against budget since the effective date of the SOW; and (iii) identification of any problems and all actions taken to resolve them, and the current status of any such

problems. Upon request, Supplier will meet with Company's personnel at no additional charge to review the status of Supplier's activities. For any dates provided in this Agreement, except payment, time shall be of the essence.

36. Suspension. Buyer may suspend Supplier's performance of the Work, from time to time in whole or in part, without cause and for Buyer's own convenience. Any such suspension shall be given by delivery to Supplier a written "Notice of Suspension" specifying which portion of the Work is suspended and when such suspension is to become effective. In no event shall such period of suspension last longer than ninety (90) days.

37. Remedies. All remedies shall be cumulative. In addition to any other remedies provided in this Agreement, the parties shall have available all other remedies at law or in equity including the remedies of a temporary and permanent injunction and specific performance.

38. Ownership of Deliverables. Unless otherwise expressly and specifically provided in this Contract, all inventions, discoveries, processes, methods, designs, drawings, blueprints, information, software, works of authorship and know-how, or the like, whether or not patentable or copyrightable (collectively, "Intellectual Property"), which Supplier conceives, develops, or begins to develop, either alone or in conjunction with Company or others, with respect to the Work, shall be "work made for hire" and the sole and exclusive property of Company. Upon request, Supplier shall promptly execute all applications, assignments and other documents that Company shall deem necessary to apply for and obtain letters patent of the United States and/or copyright registration for the Intellectual Property and in order to evidence Company's sole ownership thereof. Notwithstanding this Paragraph, if this Contract expressly and specifically provides that Supplier will retain its ownership in the Work governed by such Contract or a portion thereof, then such Work or portion of Work specified will not be deemed "work made for hire," Supplier will retain ownership to its own pre-existing intellectual property rights, and Supplier hereby grants to Company an unlimited, fully-paid, perpetual, irrevocable, transferable license to use such Work or portion of Work.

39. **LIMITATION OF LIABILITY. IN NO EVENT WILL COMPANY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE DAMAGES, OR LOST PROFITS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT**

40. Transparency. If Company performs itself, or retains a third party to perform, any services that interface or interact with Supplier's Products and/or Services, Supplier will cooperate and coordinate with Company or such third party as reasonably requested or required by such third parties to perform their duties. Supplier agrees that all labor employed by Supplier, its agents or subcontractors for Work on the premises of Company shall be in harmony with all other labor being used by Company or other Suppliers working on Company's premises. Supplier agrees to give Company immediate notice of any threatened or actual dispute and will provide assistance as determined necessary by Company to resolve any such dispute. Supplier, its agents or subcontractors, shall remove from Company's premises any person objected to by Company in association with the services.