



## ADVERTISING AND MARKETING SERVICES

REQUEST FOR PROPOSALS  
No. 26-35-214988

SEPTEMBER 29, 2026

ALASKA RAILROAD CORPORATION  
327 WEST SHIP CREEK AVENUE  
ANCHORAGE, ALASKA 99501



September 29, 2026

ALASKA RAILROAD CORPORATION  
327 W. Ship Creek Ave.  
Anchorage, AK 99501  
PHONE: 907-265-8747  
MOBILE: 907-885-1747  
EMAIL: [SAYS@AKRR.COM](mailto:SAYS@AKRR.COM)

**BIDDER REGISTRATION SHEET FOR:** Request for Proposal (RFP) # 26-35-214988, Advertising and Marketing Services

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**Response Requested:** This form must be completed and returned to ensure receipt of future addenda or additional information. Email this form to: [says@akrr.com](mailto:says@akrr.com). Addenda will be emailed to the contact listed below; however, it is the responsibility of the Offeror to make sure they have received all addenda and have acknowledged all addenda on their Service Bid Form.

**Firms that have not returned this cover sheet will not be informed of addenda and will only be alerted to addenda by checking with the Alaska Railroad Corporation (ARRC) Contract Administrator, or by checking ARRC's Solicitations webpage located at:**

<https://www.alaskarailroad.com/corporate/procurement/solicitations>

**Offerors must acknowledge the receipt of all issued addendum(s) on their Service Bid Form.**

Company: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Contact: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Website: [www.alaskarailroad.com](http://www.alaskarailroad.com)



THIS IS NOT AN ORDER  
September 29, 2026

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MOBILE: 907-885-1747  
EMAIL: SAYS@AKRR.COM

## **REQUEST FOR PROPOSALS (RFP) # 26-35-214988**

The Alaska Railroad Corporation (ARRC) is soliciting proposals from interested Offerors for the following:

### **ADVERTISING AND MARKETING SERVICES**

Proposals will be received until **3:00 PM local time on Tuesday, October 27, 2026 via Dropbox.**

**One (1) electronic copy** of your firm's proposal must be submitted using DropBox and **the original** proposal will need to be mailed/delivered to ARRC's headquarters building as instructed in Section E – Proposal information, Conditions, and Instructions of this solicitation.

It is the Offeror's responsibility to verify with the Contract Administrator that their proposal was received timely. If your firm has restrictions on Dropbox submittals or you are not able to hand deliver the proposal package, you must contact the ARRC Contract Administrator at least seven (7) days prior to the proposal due date to discuss alternatives.

Proposals received by email 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 Supply Management Section via Dropbox prior to the date and time listed above.

The ARRC may award a contract(s) resulting from this solicitation to the responsible Offeror whose offer conforming to this solicitation will be most advantageous to the ARRC.

ARRC may reject any or all offers if such action is in the best interest of ARRC, and waives informalities and minor irregularities in offers received. ARRC may award a contract on the basis of initial offers without discussions. Therefore, each initial offer should contain the Offeror's best terms from a cost or price and technical standpoint. Any contract resulting from this solicitation shall incorporate ARRC's Standard Terms and Conditions contained in this solicitation package.

This Request for Proposal is not to be construed as a commitment of any kind nor does it commit the 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.



Green Star recognizes organizations that demonstrate an ongoing commitment to reducing waste, preventing pollution, and conserving energy. The railroad has repeatedly recertified the Green Star Award and earned an additional Green Star Air Quality Award in 2007. In 2011, Green Star Inc. presented the Alaska Railroad with its premier new "Super Nova Award" recognizing a higher level of leadership and commitment to doing business in an environmentally responsible manner. ARRC continues to pursue programs and initiatives that promote environmental stewardship.

Please direct all questions concerning this solicitation in writing to:

**Sazil Say**

*Contract Administration Specialist*

says@akrr.com

907.265.8747 office

907.885.1747 mobile

physical: 327 W. Ship Creek Ave, Anchorage, AK 99501



## **SOLICITATION CONTENTS**

|           |                                                              |
|-----------|--------------------------------------------------------------|
| SECTION A | INTRODUCTION                                                 |
| SECTION B | MINIMUM QUALIFICATIONS                                       |
| SECTION C | SCOPE OF WORK                                                |
| SECTION D | SUBCONTRACTORS                                               |
| SECTION E | PROPOSAL INFORMATION, CONDITIONS, & INSTRUCTIONS             |
| SECTION F | PROPOSAL FORMAT AND CONTENT                                  |
| SECTION G | EVALUATION AND SELECTION PROCESS                             |
| SECTION H | COST PROPOSAL – FEE SCHEDULE                                 |
| SECTION I | CONTRACTOR RESPONSIBILITY QUESTIONNAIRE                      |
| SECTION J | SERVICE BID FORM                                             |
| SECTION K | GENERAL TERMS & CONDITIONS (PROFESSIONAL SERVICES CONTRACTS) |
| SECTION L | ALASKA AND VETERAN PREFERENCES                               |

## **SECTION A**

### **INTRODUCTION**

#### **Company Background**

The Alaska Railroad Corporation (“ARRC”) is a non-stock government corporation that was established by Alaska Statute 42.40 to own and operate the Alaska Railroad after the Railroad was transferred from federal to state ownership in 1985 pursuant to the terms of the Alaska Railroad Transfer Act, 45 U.S.C. 1201 et seq. The ARRC is an instrumentality of the State of Alaska within the Department of Commerce, Community and Economic Development, but has a legal existence separate from and independent of the State. ARRC is obligated to carry out its responsibilities on a self-sustaining basis without operating subsidies from the State. The powers of the ARRC are vested in a seven-member Board of Directors, appointed by Alaska’s Governor.

ARRC is the last full-service railroad in the United States, providing year-round freight and passenger services over 500 miles of track stretching from tidewater at Whittier and Seward to the interior of Alaska. Additionally, the ARRC owns approximately 36,000 acres of land used in operations or available for lease or permit use.

#### **Project Overview and Purpose**

The ARRC seeks to establish a contract with a qualified full-service advertising and marketing firm to provide professional services in support of advertising, marketing, and promotional initiatives led and directed by the ARRC Marketing Department. ARRC will establish the strategic direction, priorities, objectives, and scope of work for each initiative, with the selected Contractor providing the expertise, resources, and services necessary to support ARRC’s efforts. The selected Contractor will work closely with ARRC’s Marketing and Corporate Affairs Departments to provide services that may include strategic marketing counsel, creative development, media planning and placement, research, analytics, and tracking results. The Contractor will execute and support work assignments as directed by ARRC and will collaborate with ARRC to ensure that all activities align with ARRC’s established strategies, priorities, messaging, and brand standards.

The objective of this contract is to provide ARRC with access to flexible, full-service advertising and marketing expertise and resources that support ARRC-led initiatives, enhance public awareness, strengthen stakeholder engagement, support revenue-generating activities, and promote consistent, effective, and professional representation of the Alaska Railroad brand.

The anticipated contract start date is January 4, 2027; however, the actual start date will be established upon execution of the Contract.

#### **Funding**

The funding for this project is proposed to use ARRC Internal Funds.

## SECTION B

### MINIMUM QUALIFICATIONS

#### Minimum Qualifications

To be considered responsive, Offerors shall meet the following minimum experience requirements:

- The Offeror currently provides services generally equivalent to those requested in this RFP to at least five other public or quasi-public agencies and/or private firms of similar size to the ARRC (including assets); and
- The Offeror has provided services generally equivalent to those detailed in Scope of Services, for a minimum of the past five consecutive calendar years.

An Offeror's failure to demonstrate they meet these minimum prior-experience requirements may cause their proposal to be considered non-responsive and their proposal may be rejected.

Proposals from Firms that do not meet the above qualifications will not be considered.

#### Alaska Business License and Other Required Licenses

Offeror must possess all licenses and permits required by applicable federal, state, and local law to perform the services described in the Scope of Work.

Prior to the award of a contract, an Offeror must hold a valid Alaska business license. However, in order to receive the *Alaska Bidder Preference* and other related preferences (if applicable, see Section L), an Offeror must hold a valid Alaska business license prior to the deadline for receipt of proposals.

If more information is required about these licenses, Offerors should contact the Department of Commerce, Community and Economic Development, Division of Corporations, Business, and Professional Licensing, PO Box 110806, Juneau, Alaska 99811-0806 or visit their [webpage](#).

Acceptable evidence that the Offeror possesses a valid Alaska business license may consist of any one of the following:

- copy of an Alaska business license;
- certification on the proposal that the Offeror has a valid Alaska business license and has included the license number in the proposal;
- a canceled check for the Alaska business license fee;
- a copy of the Alaska business license application with a receipt stamp from the state's occupational licensing office; or
- a sworn and notarized statement that the Offeror has applied and paid for the Alaska business license.

Prior to the deadline for receipt of proposals, all offerors must hold any other necessary applicable professional licenses required by Alaska Statute.

## **SECTION C**

### **SCOPE OF WORK**

#### **C.1 Period of Performance**

The intent of this contract process is to provide ARRC with professional services for an initial two-year term with the option to extend for three additional one-year terms. Contract shall not exceed five years including extensions.

#### **C.2 Scope of Services**

The ARRC Corporate Affairs and Marketing Departments are responsible for planning and implementing all internal and external marketing activities and programs for the corporation. The ARRC is seeking a full-service firm to counsel and assist in the research, development, implementation, and monitoring of its business advertising campaigns. Plans and associated work performance must encompass a broad spectrum of forums and tools, including traditional print and broadcast media, digital and social media elements, as well as research, analytics and tracking results.

The firm may be required to research and create advertising elements to support those plans, such as posters, brochures, and other collateral materials, corporate positioning and initiatives and promotional support. The agency shall maintain confidentiality of the client's programs and projects.

The firm will be required to provide a team for research, strategic planning, implementation, and tracking results. The firm will monitor activities of the team at least monthly in conjunction with monthly billing. The firm will provide separate reports and itemized monthly bills to the Corporate Affairs and Marketing Departments.

#### **C.3 Services and Deliverables**

Document Design, Editing, Publication, and Distribution:

Working closely with ARRC staff the Contractor may be requested to:

- Media planning and placements
- Design and produce promotional or collateral materials such as brochures; digital, print and radio advertisements; onboard materials including menus, onboard magazines, and signage; and promotional items including calendars, stickers, and postcards
- Provide assistance in developing media, IE PowerPoint or video presentations
- Strategic planning and creative services supporting organizational objectives and stakeholders engagement

##### **C.3.1 Other Related Services**

- Assist ARRC in soliciting goods or services for ancillary activities or events
- Assist in project planning, development and rollout
- Provide specialized services related to web enhancements, digital advertising, search engine optimization (SEO) strategies, and other marketing services as needed.

#### **C.4 Task Order / Work Authorization**

Services under this Contract shall be performed on an as-needed basis through the issuance of individual Task Orders. No work shall be performed by the Contractor unless authorized in writing by ARRC.

Each Task Order will define the specific scope of work, deliverables, schedule, and any other project-specific requirements. The Contractor shall not commence work until receipt of an executed Task Order or written authorization from ARRC's designated representative.

For each Task Order, ARRC will establish deadlines for completion and provide direction regarding priorities and required outputs. The Contractor shall be responsible for coordinating resources and performing the services in accordance with the requirements established in each Task Order.

Compensation for services performed under each Task Order shall be established in accordance with the pricing structure and requirements set forth in Section H – Cost Proposal.

#### **C.5 Functional Roles and Responsibilities**

The Contractor shall provide personnel with the qualifications, experience, and capabilities necessary to perform the services described in this Scope of Work. The labor categories identified below are intended to establish a common basis for pricing and performance and do not preclude the Contractor from utilizing additional personnel or resources as necessary to fulfill individual Task Orders.

##### **Executive Management / Agency Leadership**

Provide executive-level oversight, strategic direction, quality assurance, and overall contract management. This role shall ensure adequate staffing, resource availability, and adherence to project objectives, budgets, schedules, and quality standards.

##### **Account Supervision**

Serve as the primary management interface between ARRC and the Contractor. Responsibilities may include client relationship management, project oversight, strategic coordination, review of deliverables, budget monitoring, schedule management, and supervision of assigned project personnel and subcontractors.

##### **Account Management**

Coordinate day-to-day project activities, manage individual assignments, assist with planning and execution of marketing and advertising initiatives, facilitate communication between ARRC and project team members, track project schedules and deliverables, and support reporting and administrative functions.

##### **Digital Marketing and Media Services**

Provide services related to digital advertising, social media, website support, SEO, analytics, audience targeting, performance monitoring, content development, and other digital marketing activities as authorized by ARRC.

##### **Creative, Production, and Specialized Support Services**

Provide graphic design, copywriting, content development, photography, videography, media production, printing coordination, promotional materials development, market research, public outreach materials, and other specialized services as required to support authorized projects.

## **Subcontracted Services**

The Contractor may utilize subcontractors to support performance of the Contract. The Contractor shall remain fully responsible for all subcontracted work. Use of subcontractors shall be subject to the requirements of Section D – Subcontractors and Contract Personnel.

### **C.6 Cybersecurity and Data Protection Requirements**

The Contractor shall ensure that all cybersecurity practices comply with applicable federal, state, and ARRC policies, including any standards incorporated into this solicitation or subsequent Task Orders.

The Contractor shall protect all ARRC data, including confidential, sensitive, and personally identifiable information, against unauthorized access, disclosure, alteration, and destruction. The Contractor shall ensure that such data is collected, stored, transmitted, and disposed of in a secure manner.

The Contractor may be held liable for costs, damages, or remedial actions resulting from cybersecurity incidents caused by the Contractor's failure to comply with these requirements.

## **SECTION D**

### **SUBCONTRACTORS**

#### **Subcontractor Requirements**

If an Offeror intends to utilize subcontractors, the Offeror shall identify in its proposal the name of each proposed subcontractor and the portion of work to be performed by that subcontractor.

Subcontractor qualifications and experience may be considered when evaluating the Offeror's ability to successfully perform the services required under this Contract, provided the subcontractor is identified in the proposal and committed to performing the proposed scope of work.

If a proposal utilizing subcontractors is selected, ARRC may request additional information concerning each proposed subcontractor, including but not limited to:

- complete name and address of the subcontractor;
- type of work the subcontractor will be performing;
- percentage of work the subcontractor will be providing;
- evidence that the subcontractor holds a valid Alaska business license; and
- a written statement, signed by each proposed subcontractor that clearly verifies that the subcontractor is committed to render the services required by the contract.

Any addition, removal, or substitution of subcontractors after contract award shall require prior written approval from ARRC. Approval of a subcontractor shall not relieve the Contractor of any responsibility, obligation, or liability under the Contract. The Contractor shall remain solely responsible for the acts, omissions, performance, and management of all subcontractors.

#### **Contract Personnel**

The qualifications and experience of the key personnel proposed by the Offeror are material considerations in ARRC's evaluation and award determination. Any proposed substitution of key personnel identified in the Contractor's proposal shall require prior written approval from ARRC. Failure to obtain approval for key personnel substitutions may constitute grounds for contract termination in accordance with the Contract terms and conditions.

#### **Notification of Changes**

The Contractor shall notify ARRC in writing within five (5) business days of becoming aware of any circumstance that may materially affect the ability of a proposed or approved key employee, subcontractor, consultant, or project team member to perform the assigned work under the Contract. Such circumstances may include, but are not limited to, resignation, reassignment, extended leave, organizational changes, loss of required qualifications, or withdrawal from participation in the Contract.

## SECTION E

### PROPOSAL INFORMATION, CONDITIONS, & INSTRUCTIONS

#### E.1 Pre-Submission 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 seven (7) days prior to submission deadline. Written inquiries shall be directed to the Contract Administrator at the contact information provided in this solicitation.

ARRC will respond to inquiries through written addenda when deemed necessary. Only written addenda issued by ARRC shall be binding.

#### E.2 Proposal Submission Deadline

Proposals must be received no later than **3:00 PM local time on Tuesday, October 27, 2026**. Proposals received after this deadline will be rejected.

#### E.3 Method of Submission

##### E.3.1 Electronic Copy (Required)

One (1) electronic copy of your firm's proposal must be submitted using DropBox. Proposals shall be submitted by the above-mentioned date/time to the following DropBox link:

<https://www.dropbox.com/request/e7ag9yx27pulazak1tyr>

The DropBox submission date and time will serve as the official receipt of the proposal.

Proposals submitted by email will not be accepted.

It is the Offeror's responsibility to verify with the Contract Administrator that their proposal was received timely. If your firm has restrictions on Dropbox submittals, you must contact the ARRC Contract Administrator at least seven (7) days prior to the proposal due date to discuss alternatives.

##### E.3.2 Hard Copy (Required)

One (1) original hard copy of the proposal, including signatures, must be delivered or mailed to:

Alaska Railroad Corporation  
Attn: Sazil Say  
327 W. Ship Creek Avenue  
Anchorage, Alaska 99501

The hard copy must be mailed by due date, not received by ARRC. Timely submission via Dropbox will establish

the official time of receipt of the proposal. Failure to submit the required hard copy in accordance with these instructions may result in rejection of the proposal at ARRC's discretion.

#### **E.4 File Naming Convention:**

- Technical Proposal: *FirmName-RFP#-RFPName*
- Cost Proposal: *FirmName-**Cost Proposal**-RFP#-RFPName*

#### **E.5 Proposal Packaging Requirements**

The **original copy** (hard copy) of your proposal shall be clearly labeled with:

- Offeror's name
- Solicitation Number
- Proposal due date and time
- Reference to "RFP # 26-35-214988 Advertising and Marketing Services"

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.

Amendments or withdrawals must be submitted in writing and received prior to the proposal submission deadline.

#### **E.6 Proposal Validity Period**

All proposals shall remain open and subject to acceptance by ARRC for ninety (90) days after the deadline for proposal submission.

#### **E.7 Proposal Opening**

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

#### **E.8 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.
- (j) To reject a proposal during the evaluation process or terminate a resulting contract after award if proposed or approved personnel become unavailable, are removed from the project by the firm, or cannot be replaced with personnel acceptable to ARRC. All personnel reassignments to and from the project shall be subject to ARRC approval.

## **E.9 Proposal Costs**

Each Offeror shall be solely responsible for all costs and expenses associated with the preparation and/or submission of its proposal, and if applicable, performance of the presentation, 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 (i) any claim(s) for such costs and expenses, and (ii) any other related claims or damages.

If applicable, proposers are responsible for all costs associated for attending the presentation, including but not limited to, flights, per-diem, car rental and lodging for their assigned staff travelling to Alaska for the in-person presentation.

## **E.10 Taxes**

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

## **E.11 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.

## **E.12 Exceptions to Terms, Conditions and Specifications**

Any contract resulting from this solicitation shall incorporate the General 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.

### **E.13 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.

### **E.14 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.

#### **E.14.1 DBE Reports**

Firms are required to report annually to the ARRC Contract Administrator all work by DBE contractors or subcontractors and the dollar amount. ARRC will provide the Firm a 14-day notice, by email, when to provide the information.

### **E.15 Protests**

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.

## **SECTION F**

### **PROPOSAL FORMAT AND CONTENT**

#### **F.1 General Instructions**

Alaska Railroad Corporation (ARRC) is requesting proposals from interested firms qualified to perform the work described in the RFP. Proposal must be complete and submitted in accordance with the requirements of this solicitation.

ARRC discourages overly lengthy proposals; however, proposals must fully address the requirements of the solicitation. ARRC reserves the right to request additional information or clarification from Offerors to evaluate proposals.

#### **F.2 Proposal Organization and Format**

Proposals shall be organized, titled, and assembled in a clear and logical manner. Sections of the proposal shall correspond to the requirements outlined in this section so that evaluation of the proposals can be performed efficiently.

**Failure to follow the required organization or to include complete information may result in the proposal being determined non-responsive or receiving a lower evaluation score.**

Proposals shall:

- Be clearly labeled and sectioned
- Follow the order outlined in this section
- Have a maximum length of thirty (30) pages (Page count excludes cover letter, forms, campaign samples, and resumes)
- Be fastened with a staple, binder clip, or similar method (No binders, dividers, or binding)

#### **F.3 Required Submittals**

The following items must be included with the Technical Proposal:

- Contractor Responsibility Questionnaire (Section I)
- Service Bid Form (Section J)
- Any required forms or certifications identified in this RFP

Failure to include required submittals may result in the proposal being deemed non-responsive.

#### **F.4 Technical Proposal Content**

##### **F.4.1 Cover Letter (Introduction)**

Provide a signed cover letter (maximum two pages) that includes the Offeror's complete name and address, the name and contact information of the primary point of contact, a summary of qualifications, confirmation that minimum qualifications have been met, identification of eligibility for Alaska bidder preference (if applicable, see Section L), disclosure of any actual or potential conflicts of interest, and

any additional information demonstrating the Offeror's ability to successfully perform the requested services.

#### **F.4.2 Company Qualifications**

Provide comprehensive narrative information demonstrating the firm's experience, stability, and qualifications to perform the services described in this RFP. Information provided shall be consistent with the Evaluation Criteria and shall include a summary of the firm's background and history, including year established, ownership structure, and years providing relevant services; a description of the firm's experience serving governmental, quasi-public, transportation, tourism, hospitality, or similarly situated organizations; the firm's organizational structure, including any parent companies, subsidiaries, affiliates, strategic partners, or other entities that may support performance of the contract; a description of any significant organizational changes that have occurred within the past three (3) years and any anticipated changes that may affect contract performance; identification of all proposed subcontractors and their roles; identification of the office location(s) from which services will be provided and any supporting offices; and a list of relevant certifications, accreditations, licenses, professional designations, or industry affiliations held by the firm.

#### **F.4.3 Key Personnel**

Offerors shall provide an organizational chart and narrative description of the proposed project team. The organizational chart shall illustrate reporting relationships, lines of authority, and areas of responsibility. The proposal shall identify all key personnel proposed to perform work under the contract, including the proposed Account Executive and other principal staff; describe each individual's qualifications, relevant experience, work location, and role in contract performance; explain how team members will interact with ARRC and with one another; and provide resumes for all key personnel.

#### **F.4.4 Performance**

Provide comprehensive narrative information demonstrating the firm's past performance and ability to successfully perform services of similar scope, complexity, and size. Information provided shall be consistent with the Evaluation Criteria and shall include descriptions of at least three (3) comparable projects completed within the past five (5) years; references for those projects, including client contact information; representative examples of relevant work products and campaigns; a detailed description of at least one successful campaign, including project objectives, strategies employed, measurable results, and methods used to evaluate success; a representative client list for the past three (3) years identifying the nature and duration of client relationships and explaining any significant client gains or losses; and a description of any additional capabilities, specialized expertise, proprietary tools, or innovative approaches that distinguish the firm from its competitors.

#### **F.4.5 Cost Proposal (Separate Submission)**

Pricing shall be submitted as a **separate document** clearly labeled "Cost Proposal".

The Cost Proposal shall be prepared in accordance with the requirements of Section H – Cost Proposal.

## SECTION G

### EVALUATION AND SELECTION PROCESS

#### G1. Overview

The selection of a firm to perform the requested services will be made by an ARRC appointed committee which will evaluate the proposals in accordance with the evaluation criteria specified herein and establish a ranking. Proposals will be evaluated based solely on the criteria in Section G.2. Please note, however, that a serious deficiency in any one criterion may be grounds for rejection and that the listing of pricing as an evaluation factor does not require ARRC to select the firm that submits the lowest price. ARRC shall have the right to obtain, from any and all sources, information concerning a Proposer, which is deemed pertinent to the RFP, and to consider such information in the evaluation of the Proposer's proposal.

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.

#### G.2 Evaluation Criteria and Weights

Evaluation will be based solely on the criteria and weights identified in this section.

| TECHNICAL PROPOSAL                            | WEIGHT    |
|-----------------------------------------------|-----------|
| 1. Cover Letter (Introduction)                | Pass/Fail |
| 2. Company Qualifications                     | 20%       |
| 3. Key Personnel                              | 25%       |
| 4. Performance                                | 25%       |
| <b>COST PROPOSAL</b>                          |           |
| 5. Fee Schedule                               | 30%       |
| <b>TOTAL</b>                                  | 100%      |
| <b>PRESENTATIONS (Optional)</b>               |           |
| 6. Presentation (if used as identified below) | 100%      |
| <b>TOTAL</b>                                  | 100%      |

#### G.3 Evaluation Procedure (Technical Proposals)

Proposals will be evaluated using the criteria set forth in Section G.2 – Evaluation Criteria and Weights. The evaluation committee will establish a ranking based on the written proposals.

##### G.3.1 Scoring Methodology

Each Evaluator will individually read and rate each Offeror's response to each criterion described in Section F.4 - Technical Proposal. Ratings will be based solely on contents of proposal and in compliance with the ARRC's Instructions for Evaluation Committee. Except as may be stated within any criterion description, a rating of "5" = Best Response from all Offerors; "4" to "1" = Progressively Less Responsive; "0" = Non-Responsive. Ratings are multiplied by the assigned weights for each criterion to obtain criteria scores.

Ratings will be multiplied by the assigned weights for each criterion to determine weighted scores.

### **G.3.2 Evaluation Process**

After completion of individual ratings, the Evaluation Committee will meet to discuss the proposals. Evaluators may revise their ratings; however, any revisions shall be based solely on the evaluation criteria set forth in Section G.2 – Evaluation Criteria and Weights.

Following completion of scoring, total scores for each Offeror will be calculated by summing the weighted scores for all evaluation criteria, including cost, if applicable.

Offerors will be ranked in order of total score, with the highest-scoring Offeror ranked first, the next highest ranked second, and so forth. The ranking will be used to determine the order for contract negotiations.

## **G.4 General Qualifications (Responsibility Determination)**

ARRC will assess Offerors' responsibility, separate from the scored evaluation criteria, based on their demonstrated experience in performing the requested services, financial stability, adequacy of personnel, responsiveness, technical knowledge, and overall organizational capability. ARRC may consider an Offeror's ability to comply with the cybersecurity and data protection requirements set forth in Section C.6 as part of its responsibility determination. Such consideration shall not constitute a scored evaluation criterion. ARRC reserves the right to take any actions it deems necessary to determine whether 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, reference, past performance, and other relevant information prior to contract award.

Offerors may be disqualified, and their proposals rejected, if ARRC determines that the Offeror does not have the capability, capacity, or integrity necessary to perform the contract. Grounds for disqualification may include, but are not limited to, the following:

- (a) Evidence of collusion between an Offeror and any other Offeror(s).
- (b) An unsatisfactory performance record on prior 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 Scope of Work 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.

### **G.4.2 Capacity to Perform**

Any Offeror considered for award may be required to provide assurances to the Contract Administrator regarding the Offeror's capacity and capability to perform. Such assurances may include information related to prior contracts of a similar nature, financial solvency, and other relevant factors.

Failure to provide requested information in a timely manner may result in rejection of the proposal.

## **G.5 Discussions, Clarifications, and Best and Final Offers (BAFO)**

The Evaluation Committee may decide to conduct discussions with responsible Offerors whose proposals are determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements. Offerors selected by the Evaluation Committee for discussions may be permitted to submit Best and Final Offers (BAFO) for final evaluation. After discussions and any BAFO's, Evaluators will determine the final scoring and ranking for contract negotiations by evaluating written and oral responses using only the criteria set forth in Section G.2 – Evaluation Criteria and Weights.

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. If during discussions or presentations the Contract Administrator determines there is a need for substantial clarification or a change in the RFP, ARRC will amend the RFP to incorporate the clarification or change and establish a date and time for Proposers to submit amended proposals. ARRC may adjust its evaluations as a result of receiving new or amended proposals to establish the highest ranked firm(s).

## **G.6 Presentations (Optional)**

ARRC reserves the right to select the top-ranked Proposer based solely on the scoring of the written proposals and to enter directly into negotiations with said firm. However, at the sole discretion of the ARRC procurement officer, ARRC may require three or fewer of the highest ranked Proposers to make a presentation to the Evaluation Committee. Scores obtained in the initial phase will not carry over to the presentation phase. Presentations will be scored based on the presentation criteria set forth in this section and will be used to establish the final ranking of firms if presentations are conducted.

At the sole discretion of the ARRC procurement officer, discussions and presentations will be held in person or video/teleconference. In-person discussions and presentations will be scheduled at ARRC's corporate office building located at 327 West Ship Creek Avenue, Anchorage, Alaska. It is important the primary individual(s) servicing the contract and the ARRC Evaluation Committee be present for any discussion.

In this event, all costs associated with the preparation of interviews, such as transportation costs, lodging, etc., will be the responsibility of the Contractor.

If presentations are conducted, ARRC will provide a scenario to the selected firms to provide a communication response.

| <b>PRESENTATION EVALUATION CRITERIA (if used)</b>                                                                                  | <b>WEIGHT</b> |
|------------------------------------------------------------------------------------------------------------------------------------|---------------|
| 1. Extent firm's approach to the campaign is creative, innovative, and persuasive.                                                 | <b>40%</b>    |
| 2. Firm's campaign objectives, strategies, and rationale are appropriate, thorough and well-conceived.                             | <b>20%</b>    |
| 3. Extent firm demonstrates that its media selection, weight level, and timing rationale are appropriate to the proposed strategy. | <b>20%</b>    |
| 4. Overall capability of firm to develop and implement a successful campaign and Measure campaign results.                         | <b>20%</b>    |

## **G.7 Negotiations**

Once ranking has been established, ARRC will begin negotiations with the highest ranked firm. If an agreement cannot be reached on contract terms, 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.

The Contract Administrator, or designee, may negotiate with the top ranked Firm(s). 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.

Offerors will not be advised of the Firm selected for negotiations until negotiations are complete. If contract negotiations are unsuccessful with Firm selected for negotiation, ARRC may either cancel the solicitation or negotiate with other Firm(s) in the order of ranking.

## **G.8 Contract Award**

After completion of negotiations, a Notice of Intent to Award will be provided to all Firms according to ARRC procurement rules.

## **SECTION H**

### **COST PROPOSAL**

#### **H.1 Compensation and Task Order Pricing**

Compensation for services under this Contract shall be based on the rates and pricing submitted in Section H.4 – Fee Schedule and incorporated into the Contract. The Contract will be utilized on an as-needed basis through the issuance of individual Task Orders, as described in Section C – Scope of Work. ARRC makes no guarantee as to the number, value, or frequency of Task Orders issued under this Contract. For each Task Order, the Contractor shall submit a proposed cost using the approved rate schedule, and ARRC and the Contractor shall mutually agree upon a fixed price or not-to-exceed amount prior to issuance of written authorization to proceed. No work shall be performed without an executed Task Order or written authorization from ARRC, and no payment shall be made for work performed without such authorization. The Contractor shall provide fully burdened hourly rates for each labor category identified in the Fee Schedule, inclusive of all direct labor, indirect costs, overhead, general and administrative expenses, and profit, which shall remain firm for the initial contract term and serve as the basis for Task Order pricing. The Contractor shall be responsible for preparing detailed cost estimates for each Task Order, including labor categories, hours, and any applicable direct costs, as part of its normal course of business, and ARRC reserves the right to review, negotiate, and approve all Task Order pricing prior to authorization of work.

#### **H.2 Rate Structure**

The Contractor shall provide fully burdened hourly rates on the Fee Schedule (Section H.4) for each labor category identified in Section C.5 – Functional Roles and Responsibilities. Rates shall be inclusive of all direct labor, indirect costs, overhead, general and administrative expenses, and profit.

Rates shall remain firm for the initial contract term and shall serve as the basis for Task Order pricing.

#### **H.3 Cost Proposal Submission Requirements**

Offerors shall submit a Cost Proposal in accordance with this section. Failure to provide the required cost information will result in the proposal being deemed non-responsive.

- remainder of page left blank intentionally -

#### H.4 Fee Schedule

Estimated hours are for evaluation purposes only and do not guarantee actual usage under this non-guaranteed term contract.

Labor categories in the Cost Proposal shall correspond to the functional roles described in Section C.5 – Functional Roles and Responsibilities.

| LABOR CATEGORY                                      | EMPLOYEE NAME | ANNUAL ESTIMATED HOURS | RATE (Hourly) | ANNUAL COST (Est. hours x rate) |
|-----------------------------------------------------|---------------|------------------------|---------------|---------------------------------|
| 1. Executive Management/CEO                         |               | 50                     | \$_____       | \$_____                         |
| 2. Account Supervision                              |               | 450                    | \$_____       | \$_____                         |
| 3. Account Management                               |               | 700                    | \$_____       | \$_____                         |
| 4. Digital                                          |               | 250                    | \$_____       | \$_____                         |
| 5. Creative                                         |               | 250                    | \$_____       | \$_____                         |
| TOTAL ANNUAL COST<br>(For evaluation purposes only) |               |                        |               | \$_____                         |

**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 Bid.

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

#### OFFEROR'S NAME AND ADDRESS:

\_\_\_\_\_  
COMPANY NAME

\_\_\_\_\_  
SIGNATURE BY AND FOR THE OFFEROR

\_\_\_\_\_  
MAILING ADDRESS

\_\_\_\_\_  
PRINTED NAME OF ABOVE OFFEROR

\_\_\_\_\_  
CITY, STATE & ZIP CODE

\_\_\_\_\_  
DATE OF BID

\_\_\_\_\_  
CONTACT PHONE NUMBER

\_\_\_\_\_  
CONTACT EMAIL

## **H.5 Cost Evaluation Methodology**

For each staff category, the Annual Estimated Hours will be multiplied by the proposed rate to determine the annual cost per category. The total annual cost will be used for evaluation purposes.

For evaluation purposes, the proposed cost of an Offeror who qualifies for the Alaska Bidder Preference shall be reduced by 5%.

The lowest cost proposal will receive the maximum number of points. Scores for higher-priced proposals will be calculated using the following formula:

$$[(\text{Price of Lowest Cost Proposal}) \times (\text{Maximum Points for Cost})] \div (\text{Cost of Each Higher Priced Proposal})$$

## **H.6 Cost Adjustments**

Rates shall remain fixed for the first two (2) years of the contract.

For optional years three (3), four (4), and five (5), rates may be adjusted annually based on the percentage change in the Consumer Price Index (CPI), subject to ARRC approval.

Any request for a rate adjustment must be submitted in writing to the Contract Administrator no less than thirty (30) days prior to the start of the applicable option year. The request shall include supporting documentation identifying the applicable CPI index, reference period, and calculation of the requested adjustment. Failure to submit a timely request shall constitute a waiver of the Contractor's right to adjust rates for that contract year.

The CPI adjustment shall be calculated using the following formula:

$$\text{Percentage Change} = (\text{CPI for Current Year} - \text{CPI for Previous Year}) \div \text{CPI for Previous Year}$$

For example, if the CPI for the current year is 136.0 and the CPI for the previous year is 129.9:

$$((136.0 - 129.9) \div 129.9) = 0.047, \text{ or } 4.7\%$$

The resulting percentage shall be applied to the Contractor's approved rates for the applicable option year.

No more than one adjustment may be requested per contract year.

In no event shall any annual CPI-based adjustment exceed five percent (5%) in any given contract year.

No rate adjustment shall be effective unless approved in writing by ARRC.

## **H.7 Travel and Other Direct Costs (ODCs)**

Travel and other direct costs (ODCs) shall be reimbursed only when specifically authorized in writing by ARRC as part of an approved Task Order. Reimbursement shall be limited to actual, reasonable, and allowable costs in accordance with ARRC requirements. Costs that are not expressly authorized or that do not comply with these requirements shall be the responsibility of the Contractor.

Authorized ODCs shall be billed at cost.

#### **H.7.1 Travel Reimbursement**

Approved travel shall be reimbursed as follows:

**Meals and Incidentals:** Reimbursed at applicable U.S. Department of Defense (USDoD) per diem rates in effect at the time the expense is incurred. The Contractor is responsible for compliance with all applicable per diem regulations.

**Airfare:** Reimbursed at cost for coach class only. Upgrades to business class, first class, or other premium seating are not reimbursable.

**Lodging:** Reimbursed at cost and shall not exceed reasonable rates based on location and season.

**Ground Transportation:** Car rental, parking, and other necessary transportation expenses will be reimbursed at cost.

ARRC will not reimburse costs associated with alcohol, valet services, or any expenses deemed excessive or unreasonable.

#### **H.8 Additional Cost Requirements**

Any contract awarded pursuant to this RFP will include the following terms:

- No mark-ups will be allowed on ARRC billings
- Contractor may retain commissions resulting from media placements
- Contractor may not charge time for making media placements
- Applicable discounts must be passed on to ARRC

**SECTION I**  
**CONTRACTOR RESPONSIBILITY QUESTIONNAIRE**

**Part I – Instructions**

1. All Offerors submitting a proposal in response to this solicitation shall complete and submit all applicable parts of this Questionnaire with their 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 ventures 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: \_\_\_\_\_

1. Proposer's federal taxpayer identification number: \_\_\_\_\_

2. Proposer's Alaska business license number: \_\_\_\_\_

3. Proposer's contractor's license number (for construction only): \_\_\_\_\_

4. Proposer's legal address: \_\_\_\_\_

Telephone Number: (\_\_\_\_) \_\_\_\_\_

5. Proposer's local or authorized point of contact:

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone Number: (\_\_\_\_) \_\_\_\_\_ Email: \_\_\_\_\_

6. How long has the Proposer been in business? \_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

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

YES ☐ NO ☐

If answer is "YES," attach a copy of certification.

9. 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" answer 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 Action**

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:

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.**

**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.**

## **Part VII - Verification and Acknowledgment**

The undersigned recognizes that the information submitted in the questionnaire herein is for the express purpose of inducing ARRC to award a contract, or to allow Proposer to participate in ARRC projects as contractor, subcontractor, vendor, supplier, or consultant. The undersigned has read and understands the instructions for completing this Questionnaire.

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

I, (printed name) \_\_\_\_\_, being first duly sworn, state that I am the (title)

\_\_\_\_\_ of Proposer. I certify that I have read and understood the questions contained in the attached Questionnaire, and that to the best of my knowledge and belief all information contained herein and submitted concurrently or in supplemental documents with this Questionnaire is complete, current, and true. I further acknowledge that any false, deceptive or fraudulent statements on the Questionnaire will result in denial or termination of a contract.

I authorize ARRC to contact any entity named herein, or any other internal or outside resource, for the purpose of verifying information provided in the Questionnaire or to develop other information deemed relevant by ARRC.

\_\_\_\_\_  
Signature of Certifying Individual

\_\_\_\_\_  
Date

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
Signature of Notary

Notary Public in and for the State of \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

## NOTICE TO PROPOSERS:

**A material false statement, omission or fraudulent inducement made in connection with this Questionnaire is sufficient cause for denial of a contract award or revocation of a prior contract award, thereby precluding the Proposer from doing business with, or performing work for ARRC, either as a vendor, prime contractor, subcontractor, consultant or subconsultant for a period of five years. In addition, such false submission may subject the person and/or entity making the false statement to criminal charges under applicable state and/or federal law.**

## SECTION J

### ALASKA RAILROAD CORPORATION SERVICE BID FORM of

NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_  
\_\_\_\_\_

**To the CONTRACT ADMINISTRATOR, ALASKA RAILROAD CORPORATION:**

In compliance with your Request for Proposals No. 26-35-214988, dated 09/29/2026, 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 Fee/Cost Schedule, which is made a part of this contract.

The Undersigned hereby agrees to execute said contract and bonds, if any, within **Ten (10) Calendar Days**, or such further time as may be allowed in writing by the Contract Administrator, after receiving notification of the acceptance of this proposal, and it is hereby mutually understood and agreed that in case the Undersigned does not, the accompanying proposal guarantee, if any, shall be forfeited to the Alaska Railroad Corporation, and said Contract Administrator may proceed to award the contract to others.

The Undersigned agrees to commence performance within **Ten (10) Calendar Days** after the effective date of the Notice to Proceed and to complete performance by \_\_\_\_\_, unless extended in writing by the Contract Administrator.

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 and Title of Person Signing

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Email

**SECTION K**  
**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 the 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. Reasonable Best Efforts. Subject to the terms and conditions herein provided, Contractor agrees to use all commercially reasonable best efforts to take, or cause to be taken, all action and to do, or cause to be done, all things necessary, proper or advisable under applicable laws and regulations to complete the work contemplated by this Agreement.

## SECTION L

### ALASKA AND VETERAN PREFERENCES

#### Alaska Bidder's Preference

For the purposes of evaluating the price evaluation criteria, the proposed price of an Offeror who qualifies as an Alaska Bidder shall be reduced by 5%. The preference will be given to Offerors who:

- (a) hold a current Alaska business license;
- (b) submit a proposal for goods or services under the name on the Alaska business license;
- (c) have maintained a place of business within the state staffed by the Offeror, or an employee of the Offeror, for a period of six (6) months immediately preceding the date of the proposal;
- (d) are incorporated or otherwise qualified to do business under the laws of the state, is a sole proprietorship and the proprietor is a resident of the state, is a limited liability company organized under AS 10.50 and all members are residents of the state, or is a partnership under AS 32.05 or AS 32.11 and all partners are residents of the state; and
- (e) if a joint venture, are composed entirely of entities that qualify under (a)-(d) of this subsection.

**Offerors seeking an Alaska Bidder's Preference must include a statement within their cover letter certifying that the Offeror meets the above requirements and is eligible to receive the Alaska Bidder's Preference. Copies of any relevant documentation should also be provided (this documentation does NOT count towards your 30-page limit).**

#### Veterans Preference

If a bidder qualifies for the Alaska bidder preference and is a qualifying entity as defined herein, they will be awarded an Alaska 6 veteran preference of five percent (5%). The preference will be given to a

- (a) sole proprietorship owned by an Alaska veteran;
- (b) partnership under AS 32.06 or AS 32.11 if a majority of the partners are Alaska veterans;
- (c) limited liability company organized under AS 10.50 if a majority of the members are Alaska veterans; or
- (d) corporation that is wholly owned by individuals and a majority of the individuals are Alaska veterans and may not exceed \$5,000. The bidder must also add value by actually performing, controlling, managing, and supervising the services provided, or for supplies, the bidder must have sold supplies of the general nature solicited to other state agencies, other governments, or the general public. In order to receive the Alaska Bidder Preference and/or Alaskan Veteran Preference, the bid must also include a statement certifying that the bidder is eligible to receive said preferences. The application of preferences is for bid evaluation purposes only.